



Solicitation Number: RFP#121919

CONTRACT

This Contract is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **Teknion LLC**, 350 Fellowship Road, Mount Laurel, NJ 08054 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires February 18, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Member in advance, Equipment or Products must be delivered as operational to the Member's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **LAWS AND REGULATIONS.** All Equipment, Products, or Services must comply fully with applicable federal laws and regulations, and with the laws of the state or province in which the Equipment, Products, or Services are sold.

C. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Member in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Member.

D. **DEALERS AND DISTRIBUTORS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized Distributors/Dealers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

Regardless of the payment method chosen by the Member, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Member at the time of purchase.

When providing pricing quotes to Members, all pricing quoted must reflect a Member's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Member's requested delivery location.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Members. Members reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Member.

B. SALES TAX. Each Member is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, Members must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Members.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number
- Clearly specify the requested change
- Provide sufficient detail to justify the requested change
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change)
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcwell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS

A. **MEMBERSHIP.** Membership in Sourcewell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Members that can legally access the Equipment, Products, or Services under this Contract. A Member's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Member's use of this Contract is at the Member's sole convenience and Members reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract.

B. **PUBLIC FACILITIES.** Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Member policies and procedures, and all applicable laws.

6. MEMBER ORDERING AND PURCHASE ORDERS

A. **PURCHASE ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.

B. **ADDITIONAL TERMS AND CONDITIONS.** Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

C. **PERFORMANCE BOND.** If requested by a Member, Vendor will provide a performance bond that meets the requirements set forth in the Member's purchase order.

D. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Member requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Member and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcwell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. **TERMINATION OF PURCHASE ORDERS.** Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Member fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal or state laws or regulations prohibit the purchase or change the Member's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Member.

F. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Member's purchase order will be determined by the Member making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Member inquiries; and
- Business reviews to Sourcwell and Members, if applicable.

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to members, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Member Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Members. The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Members under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than thirty (30) days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **ASSIGNMENT.** Neither the Vendor nor Sourcwell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

B. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

C. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcwell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, master-servant, principal-agent, or any other relationship.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcwell and its Members, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. AUDITS

Sourcwell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of six (6) years from the end of this Contract. This clause extends to Members as it relates to business conducted by that Member under this Contract.

13. GOVERNMENT DATA PRACTICES

Vendor and Sourcwell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcwell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INTELLECTUAL PROPERTY

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Members against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Members by any person on account of the use of any Equipment or Products by Sourcewell or its Members supplied by Vendor in violation of applicable patent or copyright laws.

15. PUBLICITY, MARKETING, AND ENDORSEMENT

A. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

B. **MARKETING.** Any direct advertising, marketing, or offers with Members must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

C. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the

remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have thirty (30) calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Members as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Member order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

20. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition). At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer).

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability.*

During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. **CERTIFICATES OF INSURANCE.** Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without thirty (30) days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within ten (10) days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Vendor agrees to name Sourcewell and its Members, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance

maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. SELF-INSURED RETENTIONS. Any self-insured retention in excess of \$10,000 is subject to Sourcewell's approval.

21. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Members.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Member. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Members that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Members may also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when

a Member accesses Vendor's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. § 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction

work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award

covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of three (3) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

24. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon sixty (60) days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Termination of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to termination.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz

Title: Director of Operations & Procurement/CPO

Date: 2/17/2020 | 2:33 PM CST

Teknion LLC

DocuSigned by:
By: Jeffrey M. Kraus
D8576B415B224D1...
Jeffrey M. Kraus

Title: Vice President Business Operations

Date: 2/18/2020 | 6:37 AM PST

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette

Title: Executive Director/CEO

Date: 2/17/2020 | 2:58 PM CST

RFP 121919 - Furniture Solutions with Related Accessories and Services

Vendor Details

Company Name: Teknion LLC

Does your company conduct business under any other name? If yes, please state: New Jersey

Address: 350 Fellowship Road
Suite 100
Mount Laurel, New Jersey 08054

Contact: Angie Hoffman

Email: angie.hoffman@teknion.com

Phone: 856-552-5618

Fax: 856-552-5830

HST#: 223785040

Submission Details

Created On: Friday November 01, 2019 11:50:23

Submitted On: Thursday December 19, 2019 11:05:04

Submitted By: Angie Hoffman

Email: angie.hoffman@teknion.com

Transaction #: dfc247c9-1edc-46de 9545-8014d5435c92

Submitter's IP Address: 50.234.216.218

Specifications

Table 1: Proposer Identity & Authorized Representatives

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Teknion LLC
2	Proposer Address:	350 Fellowship Road Suite 100 Mount Laurel, New Jersey 08054
3	Proposer website address:	www.teknion.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Jeffrey M. Kraus Vice President Business Operations 350 Fellowship Road, Suite 100 Mount Laurel, NJ 08054 E: jeff.kraus@tekniion.com P: 856.552.5503
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Steve Hindle Director, Public Sector Programs Washington, D.C E: steve.hindle@tekniion.com P: 410.300.9955
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Leonard Chapman Senior Regional Manager, Public Sector, North Central Chicago, Illinois E: leonard.chapman@tekniion.com P: 312.933.7366 Allison Harrington Regional Manager, Public Sector, South Central Dallas, Texas E: allison.harrington@tekniion.com P: 737-781-9004 Bill Richards Senior Regional Manager, Public Sector, Mid-Atlantic Washington, DC E: bill.richards@tekniion.com P: 202-246-8582 David Moorad Senior Regional Manager, Public Sector, Southeast Atlanta, Georgia E: david.moorad@tekniion.com P: 404.457.9191 David Skinkis Senior Regional Manager, Public Sector, West Los Angeles, CA E: david.skinkis@tekniion.com P: 213-700-4862 Scott Montemerlo National Program Director, Education Boston, Massachusetts E: scott.montemerlo@tekniion.com P: 860-227-4910 Angie Hoffman Contractor Administrator, Public Sector 350 Fellowship Road, Suite 100 Mount Laurel, NJ 08054 E: angie.hoffman@tekniion.com P: 856.552.5618

Table 2: Company Information and Financial Strength

Line Item	Question	Response *

7	<p>Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.</p>	<p>Teknion was founded 36 years ago with a single product and a singular vision. The product was T/O/S. The vision was Saul Feldberg's. A businessman of rare acumen, he saw that the world was changing as rapidly as technology was advancing, including the nature of work and the form and function of the working environment. Saul saw an opportunity and established Teknion. Teknion began as an unproven venture with an uncharted future. It became a company that could respond quickly, adapting to the evolving demands of a technology-enabled workplace. In 1983, David Feldberg joined and in 1994 he stepped into the position of company President and CEO.</p> <p>Teknion is now an international company with a worldwide network of offices, showrooms and dealers. Yet, we remain a company with a youthful entrepreneurial spirit, privately held by a Canadian family whose roots in the furniture industry run deep. The story of Teknion is one of growth and innovation. Saul Feldberg's vision is still very much alive in our corporate values and in our culture. We remain a company defined by design – as a mindset, as a process and as a tool for innovation and positive change. It is the very essence of what we do.</p> <p>The following values are those that Teknion embraces and recognizes as important to its business partners. We continually strive to improve and earn the right to serve our customers.</p> <p>Responsiveness</p> <ul style="list-style-type: none"> • Customer and market driven • Flexible and fast moving • Focused on quality <p>Approachability</p> <ul style="list-style-type: none"> • Open internal communications • High candor / encouragement of new ideas • Partnership with employees, suppliers and customers <p>Leadership</p> <ul style="list-style-type: none"> • Strong technical leadership within the industry • Success is a function of being proactive • Average is not acceptable The process of leadership will be enhanced with team levels throughout the organization. <p>Empowered To continually achieve these values, our organization's work culture and work every day at Teknion.</p>
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8	Provide a detailed description of the products and services that you are offering in your proposal.	<p>Teknion is an international designer, manufacturer and marketer of office systems and related products. Our products are distributed through a global network of approximately 400 dealers. Our products are designed to support the latest thinking in workplace design. By incorporating an integrated approach, we ensure product longevity to meet future change and workstyle shifts. To provide you with a 'future-proof' solution, we integrate the best choice products from our portfolio. In addition, we leverage our customization capabilities to address user-specific requirements. This ensures your furniture asset provides a long-term investment return for your organization - without risk.</p> <p>Teknion will subcontract standard dealer and installation services as needed to an Authorized Teknion dealer and Installer. In general, the deliverables associated with this contract include, but are not limited to the following:</p> <p>Teknion Roles and Responsibilities</p> <ul style="list-style-type: none"> • Primary contact for Sourcewell Members • Technical Product Specialists • Attendance at all project meetings • Attending provisional and final acceptance checks • Ongoing product/information updates <p>Dealer Roles and Responsibilities</p> <ul style="list-style-type: none"> • Attendance at all project meetings • Consultation on product application and layout • Furniture specifications and CAD support • Preparation of purchase order from floor plans • Site checks and preparation of installation drawings • Coordination of ship dates and arrangements • Supervision of delivery and installation • Deficiency checks and post-installation audit • Performance of user-orientation seminars • Management of warranty repairs • Ongoing customer service, product application, support and sales • New requests and reconfigurations • Ancillary elective services as requested by customer <p>Installer Roles & Responsibilities</p> <ul style="list-style-type: none"> • Coordination of installation activities including building access and building protection, elevator/dock usage, security, and provision of required insurance certification documentation • Planning and scheduling of installation with customer/building representatives • Conducting site inspections/field measurements and communicating any discrepancies or deviations from plan • Coordinating with Teknion to determine truck loading, sequencing, delivery scheduling, and manpower • Oversight of receipt, inspection and staging of products at job site • Communication of shortages, errors, damage and/or defects promptly • Make contingency and replacement plans for missing, incorrect, or damaged product • Ensure complete compliance with all site conditions, for example security, health and safety standards • Conduct pre-installation site visit for site preparedness • Manage inspections of deliveries for damages/omissions • Oversee punchlist resolutions and follow through to completion • Conduct daily monitoring of project status • Communicate and reconcile product discrepancies 	*
9	What are your company's expectations in the event of an award?	Teknion expects to extend the business objectives of Sourcewell and its members through a relationship of trust that transcends the technicalities of formal contracts to mutually generated benefits. As our customers succeed, so does Teknion, which we consider the essence of partnership.	*
10	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please see the Documents section of this portal for a letter from KPMG outlining Teknion's financial metrics for FY 2018.	*
11	What is your US market share for the solutions that you are proposing?	Teknion's market share in the United States is approximately 3 percent.	*
12	What is your Canadian market share, if any?	Teknion's market share in Canada is approximately 25 – 30%.	*
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Teknion has never petitioned for bankruptcy protection.	*

14	How is your organization best described: is it provide your written authorization to act as a relationship with your sales and service force a	Teknion is an international designer, manufacturer and marketer of office systems and related products, including storage and filing, seating, casegoods, tables, and ergonomic furniture. Our products are distributed through a worldwide network of authorized dealers that are separate, independent, regionally based businesses. These dealers are trained on all aspects of the Teknion product line including, but not limited to, specification, installation, and product application. We strive for an open, honest relationship and every member of our sales and executive management team has a relationship with each of our dealers. We work very hard to develop clearly defined roles, and we meet frequently to review mutually agreed upon expectations to ensure that Teknion customers receive a high level of local customer service. It is clearly understood by Teknion and our dealer partners that we are both integral to the success of the order fulfillment process and neither of us can be successful without each of us excelling in our role.	*
15	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Teknion does not require any specific licenses to operate our business as a furniture manufacturer. We do however have the general business licenses required in each jurisdiction where we do business. In addition, Teknion's dealers generally have business licenses, as well as contractor licenses in those jurisdictions that require them.	*
16	Provide all "Suspension or Disbarment" information that has applied to your organization during the past ten years.	Teknion has never been subject to any suspension or disbarment actions.	*
17	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Teknion manufacturing occupies approximately 3 million square feet of production space across 18 manufacturing business units and 3 logistics centers. The manufacturing program can be viewed simply as grouped within the major product categories, (i) desking systems; (ii) panel systems; (iii) wood and laminate casegoods; (iv) storage including pedestals, lateral files, storage cabinets, towers, and lockers; (v) tables including work, height-adjustable, boardroom and meeting, classroom and training, and occasional and casual tables; (vi) seating products including executive, task, guest, general use and soft/lounge; (vii) ergonomic and workplace accessories including keyboard trays, monitor arms, lighting, freestanding screens, electrical, and organization tools; and (ix) full-height architectural demountable wall systems.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
18	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>Teknion has established itself as a company defined by ideas, design intelligence and innovation.</p> <p>Our products consistently receive top honors at numerous international design competitions, including Best of NeoCon, International Design Excellence Awards — sponsored by the Industrial Designers Society of America, Good Design Awards — sponsored by The Chicago Athenaeum: Museum of Architecture and Design, Innovation by Design Awards — sponsored by Fast Company, HiP and Best of Year Awards — both sponsored by Interior Design magazine, Red Dot Awards, Spark Design Awards and the Applied Arts Awards.</p> <p>Our showrooms have been recognized with awards from the IIDA — International Interior Design Association.</p> <p>Our accomplishments are recognized by publications as diverse as Metropolis, Wall Street Journal, Contract, Huffington Post, Azure, Forbes, Architectural Record, Office et Culture (France) and Die Prese (Germany).</p> <p>As proud as we are of our many achievements, we are even more excited by the potential that lies ahead. We invite Sourcwell to visit our website for a full listing of Teknion's industry accomplishments and recognition.</p>
19	What percentage of your sales are to the governmental sector in the past three years	FY 2016: 12% FY 2017: 14% FY 2018: 14%
20	What percentage of your sales are to the education sector in the past three years	FY 2016: 3% FY 2017: 4% FY 2018: 3%
21	List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>Teknion holds the following state and cooperative purchasing contracts. Our annual sales volume for FY 2016, FY 2017, and FY 2018 respectively, are shown below.</p> <p>National IPA: \$2,655,025 \$6,773,678 \$9,707,603 Sourcwell: \$99,844 \$595,458 \$583,886 Alabama: \$2,416 \$278,695 \$234,345 Arkansas: \$0.00 \$0.00 \$0.00 California (CMAS): \$0.00 \$228,994 \$234,345 Connecticut: \$639,493 \$862,663 \$468,147 Florida: \$2,802,724 \$3,425,129 \$1,094,514 Georgia: \$449,492 \$869,319 \$1,094,514 Kansas: \$73,106 \$30,072 \$14,167 Massachusetts: \$52,239 \$180,553 \$144,092 Mississippi: \$59,582 \$18,414 \$61,105 New Jersey: \$0.00 \$116,059 \$0.00 New Mexico: \$202,265 \$345,943 \$285,687 New York: \$551,357 \$1,135,949 \$1,409,465 Ohio: \$605,148 \$897,251 \$1,506,267 Pennsylvania: \$66,893 \$73,145 \$12,750 South Carolina: \$79,878 \$53,349 \$33,938 South Dakota: \$321,347 \$508,017 \$1,410,253</p>
22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>Teknion has held a GSA contract since 2003 initially under GS-28F-0016N and currently under GS-27F-0013V. The change in contract number occurred when GSA merged all furniture categories under SIN 71. Annual sales are as follows:</p> <p>FY 2016: \$22,550,027 FY 2017: \$24,027,029 FY 2018: \$29,060,516</p>

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible for Sourcwell membership.

Entity Name *	Contact Name *	Phone Number *
State of North Dakota	Jamie Bostyan	701-328-4912 jbstyan@nd.gov
The Weber School	Vernon Knox	404-917-2500
James M. Cox Foundation	Nancy Rigby	678-645-0000
Apparo	Kim Sleight Lanphear	704.716.7767

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
State of Florida	Government	Florida - FL	Offer full breath of products, plus design specifications, and installation throughout the state.	Varies by project size.	\$4.5 Million	*
Medical College of Learning	Education	Wisconsin - WI	Standard Manufacturer and Dealer services including, but not limited to Design, Product Manufacturing, Project Management, and Installation of workstations for medical and support staff	Varies by project size.	\$3.2 Million	*
State of Ohio	Government	Ohio - OH	Provide Systems Furniture/Seating for various State/Education facilities	Varies by project size.	\$3.1 Million	*
City of Atlanta	Government	Georgia - GA	Held sole source contract for Systems Furniture for several years. Contract included design, product specification and installation.	Varies by project size.	\$3 Million	*
Wiseburn Unified School District	Education	California - CA	Standard Manufacturer and Dealer services including, but not limited to Design, Product Manufacturing, Project Management, Installation at this new 4 story High School; Campus-wide applications including all classrooms, maker spaces, administration, and lounge and lobby areas	Varies by project size.	\$1.5 million	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell Members across the US, and Canada if applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
25	Sales force.	To the benefit of our customers, Teknion maintains a decentralized organizational structure, placing senior account representatives, operational teams, technical experts and ancillary support staff in regional field locations. To effectively meet and best serve customer requirements, Teknion has structured its sales force in the same way. This sales model promotes local decision-making, ensures responsiveness and establishes clear communication lines for our customers. The sales hierarchy in each region, which includes eight geographic regions in the US and five in Canada, includes Regional Vice Presidents and Business Development Managers. For more specialized sales needs, Teknion also maintains a unique complement of industry-focused salespeople who service the A&D, Educational, and Government sectors.	*

26	Dealer network or other distribution methods.	<p>Teknion products are distributed through a worldwide network of authorized dealers. These dealers are trained on all aspects of the Teknion product line including, but not limited to, specification, installation, and product application. Our dealer network works closely with Teknion's sales and operations department to ensure that Teknion customers receive a high level of local customer service. Our network of approximately 400 worldwide provides a variety of additional services to its customers. Teknion, through its Service Level Agreement with each dealer, ensures the following services are available, at a minimum:</p> <ul style="list-style-type: none"> • Process management, including customer meetings, project documentation, management reports, formal punch list procedures, formal warranty process • Product application, layout and specification, including block plans, space allocation review, furniture plans and typicals, product application strategies, site visits, furniture standards program support, complete project pricing matrices • Order management, including review of specification, electronic ordering, and verification of acknowledgments • Project management, including management of processes, product application and order fulfillment, installation supervision and daily monitoring of project status • Installation and reconfiguration, including coordination of all installation activities, site inspections, field measurements, coordination with Teknion on product shipment, product receipt, inspection and staging, and communication on punch list issues • Product servicing, including warranty service, repair and preventative maintenance <p>Additional Dealer Services May Include:</p> <ul style="list-style-type: none"> • Move Management • Warehousing • Asset Management • CAD Support • Development of Furniture Specifications • Project Management 	*
27	Service force.	<p>Teknion works in conjunction with its dealers to provide and ensure high-quality installations of products. Teknion encourages and often requires its dealer network to utilize Teknion-certified installers. Typically, the dealer will maintain ongoing responsibility for the performance of all installation services, including direct field supervision of all installation personnel along with the responsibility for the provision of services in adherence to project schedule.</p>	*
28	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>In response to the comments, suggestions, and requirements of our dealers and end users, Teknion has aligned its Operations Department into a regional service structure. Each team includes a representative from each Operational function including Technical Services, Customer Service, Project Management, and Service and Claims. A Regional Operations Manager oversees and manages the daily workflow through their specific region. This regional structure allows Teknion to 1) Align with sales, dealers and end users to enhance our service relationships with all our business partners; 2) Work effectively in teams wherein each employee contributes specific expertise but gains exposure to other related functions and 3) Manage the continued growth in our business and continually provide superior customer service.</p> <p>Teknion assigns customer issues into three categories, as follows:</p> <ul style="list-style-type: none"> • Pre-Order: The Teknion Pre-order team is available to assist dealers with questions and issues involving product lead times, availability of materials, shipping lead times, production, and delivery planning. This team provides the most current information possible to plan efficient projects. Each issue is logged into a database and assigned a "Call Tracking" ticket number. All communications regarding this issue are saved within this ticket for future reference. Our Pre-order team communicates with all levels of our organization to research the information required to satisfy the request. • Customer Service and Project Management: Our staff of Corporate Project Managers are in- • Service and Claims: Teknion has a staff of seasoned employees in the Service and Claims department, where claims are thoroughly investigated for the root cause, corrective action, and timely resolution. LEAN processes are in place to maintain our processing goals. Our intention is to resolve any issues that may arise prior to the completion of installation. 	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	<p>Teknion is fully capable of servicing all geographic areas of the United States and Canada through the proposed contract.</p>	*

30	Identify any Sourcewell Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Teknion will offer and promote an awarded contract to all Sourcewell members including Government, Education and Non-Profit segments.
31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	For shipments to Alaska and Hawaii, Teknion will bear the cost of freight from Teknion's factory to a port of embarkation on the West Coast of the United States. Any incremental cost to ship the product to Alaska and Hawaii will be invoiced to the Member.

Table 7: Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Upon award, Steve Hindle, Teknion's Director of Public Sector Programs, and Sourcewell's primary point of contact will issue a statement announcing our continued partnership with Sourcewell to all Teknion sales personnel.</p> <p>The following key points of the Teknion/Sourcewell partnership will be shared:</p> <ul style="list-style-type: none"> • Significant upfront savings and efficiencies (eliminates need for bidding) • Competitively awarded agreements allow for easy and immediate access • Agreements meet agency "piggy-backing" requirements • Aggregating spend results in increased savings • Public agency resources are freed to pursue other strategic initiatives <p>Shortly thereafter, Teknion Regional sales teams will assemble for a Contract Kick-off Meeting to facilitate the team working through a planned agenda that includes:</p> <ul style="list-style-type: none"> • Identification of contract objectives/terms/conditions, critical dates, obstacles and factors for success • Clarifications of Sourcewell's expectations • Establishment of uniform understanding of scope, scale and schedule • Clarification of team roles <p>Overall, this training will afford Sourcewell and its partner agencies confidence in Teknion's ability to successfully manage this contract throughout the US. Please see the Documents section of this portal for a sample Teknion – Sourcewell Partnership flyer.</p>
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>The technologies we use to interact with our customers, dealers, and sales team are designed to maximize productivity of the user on demand. The following technologies digitally service our customers, dealers and sales team:</p> <ul style="list-style-type: none"> • Corporate Website: www.teknion.com • Facebook: www.facebook.com/Teknion • Twitter: twitter.com/teknion • LinkedIn: www.linkedin.com/company/teknion • You Tube: www.youtube.com/Teknion
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>Teknion would expect Sourcewell to market and promote Teknion as an accepted Vendor under the furniture category to all applicable Sourcewell members and agencies. This would include visibility and accessibility to the Teknion contract via Sourcewell's direct website and any other sites and methods Sourcewell uses in these circumstances such as Minneapolis Star Tribune and other third-party advertisers deemed appropriate by Sourcewell.</p>
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Teknion's e-commerce capabilities provide real-time, 24/7 access to products and information self-service product configuration, automated quote generation and online ordering features.</p> <p>Recognizing that our customers require e-commerce sites that are specialized around their unique furniture standards, Teknion's online product catalogs can be easily tailored to fit their needs.</p> <p>Customer-specific catalogs contain only those products and options approved by the customer, including customer-specific pricing for products and associated options. The catalog authentication manager uses a multi-level, discretionary access control system to determine which catalog a user is entitled to browse, what information that the user should see and the customer-specific pricing.</p> <p>These custom catalogs ensure our customers' purchases are always "on contract," and help e-procurement systems from suppliers such as Ariba, Commerce One and Oracle Exchange.</p>

Using these online catalogs, Teknion's customers have access to full-featured product specification and selection tools. Once a customer has selected items, an automatically generated quote can be routed through the established requisition and approval process. The resulting purchase order is then routed for order fulfillment.

Teknion's online custom catalogs allow customers to choose products easily, expedite the order process, reduce order errors and eliminate rogue purchases, saving customers both time and money.

Systems Features: Catalogs Teknion's online catalog structure allows a buyer to browse through a defined product taxonomy and view specific product details, including features, options, descriptions, PDFs and images.

Systems Features: Search Teknion realizes that customers purchasing highly variable products need more than one way to narrow their options and specify items. The catalog's search capabilities provide a built-in guided selling tool, leading customers to the products they need.

These search capabilities include:

- Searching by product description, name, item number, options and features, and feature comparisons
- Keyword searches through product documentation

Systems Features: Visual Configuration Interactive online visualization, including detailed drawings and realistic 3D models, is the most efficient and effective way to present highly variable products to customers. Customers "visually configure" products by interactively selecting different pre-selected finishes, colors, sizes and other options, and then instantly seeing the results. Customers can rotate, tilt and magnify product images to closely examine a product from all angles.

Visual configuration also facilitates product familiarity. Options that the customer would not otherwise know about are presented both textually and visually, e.g. buyers can be presented ergonomic and storage options while viewing the catalog of their company's standard workstation configurations.

System Features: Sales The sales feature provides the ability to accept and route various purchase order formats into the Teknion's order entry system. Included is a powerful shopping cart function.

Features include:

- Users can save custom product configurations and commonly purchased items to an online "favorites" folder in order to easily select these items in future catalog visits.
- Shopping carts can be saved between sessions, allowing the customer to stop and return at a later time to finish orders.
- Multiple shopping carts can be simultaneously used and saved, allowing customers working on multiple projects to segregate their cart contents.
- Shopping carts can be e-mailed to co-workers and other individuals for collaboration.

Orders can be sent via e-mail in a number of formats, including XML, cXML, CDF, and SIF. Bill-of-materials files are automatically generated from the customer's selections.

Shopping Cart Using the shopping cart feature, customers assemble products into a shopping order entry system.

Systems Features: E-Procurement Connector

For customers using e-procurement systems, "punch out" sessions can be implemented from their "buyer" application to a customer-specific catalog containing their unique products, options, finishes, and pricing. Once customers have selected their furniture, the quote for the selected items is routed through their established requisition and approval process. The resulting purchase order and BOM/SIF file attachments are sent back to Teknion for order fulfillment.

Features Include:

- The E-procurement application's username and password credentials are used to provide a single session sign-on.
- Authorizations established by the e-procurement application for order creation, editing and inspection are enforced.
- E-procurement systems from Ariba, Oracle Exchange, and Commerce One are supported. The complete Ariba Purchase Order specification is implemented, including separate sessions for order creation, editing, and inspection.

E-Procurement

Starting from an e-procurement system's "buyer" application, customers select a product

category; for example, "Furniture." Here, the Teknion catalog home page instructs customers to select their office location and click "start." At this point, the buyer application "punches out" to a custom catalog.

Table 8: Value-Added Attributes

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Teknion offers complete installation/maintenance training sessions, specific to applicable product lines. Additionally, Teknion can conduct end-user training to demonstrate the adjustability features of new furniture and how to make small changes. This may include Chair Adjustments and Training; Keyboard Adjustments and Training; and Element Removal and Replacement.
37	Describe any technological advances that your proposed products or services offer.	<p>Technology-intensive environments demand intelligent wire management and effective distribution of power and data to workers, who may work anywhere within the premises. The concepts of mobility and collaboration in the workplace, a rapidly growing workplace practice, requires access to technology and power at any time, everywhere.</p> <p>For workstations, benching, office suite and meeting room solutions, Teknion has developed advanced electrical systems designed to provide easy access – 'plug 'n play' connectivity for all types of workers. Lounges, cafes, private rooms and ancillary spaces also require simple solutions for connectivity and information sharing among work teams who come together and then dissolve to solo work zones.</p> <p>We continually explore and evaluate how the evolution of workspace and workstyles, is supported through access to technology for all types of workers. At Teknion, it is imperative that the products we design are developed with the forethought of how they will integrate with the current technology of today and the vision of tomorrow.</p> <p>We have partnered with prestigious technology firms to develop new ideas of integrating furniture and technology; to provide a more flexible basis for today's needs and future potential.</p>
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>As a manufacturer, our priority is to minimize the environmental impact of our activities. Guiding these efforts are a set of Foundation Programs. We have carefully selected these programs based on our ability to use them as tools to raise the bar for our industry and ourselves. They also drive transparency and accountability through the use of third-party auditing and reporting.</p> <p>Teknion's Foundation Programs include ISO 14001: Environmental Management System to reduce Level: Reducing environmental and social impacts of furniture within the built environment; SC</p> <p>Our other Core Programs include Carbon Disclosure Project (CDP): Mitigating climate change; EXCEL: Environmental leadership collaborative to share knowledge across industries; and Living Building Challenge: Reducing toxicity in our products and increasing transparency.</p> <p>For further information on Teknion's sustainability initiatives and the programs guiding our efforts, please see the Documents, Additional Documents section of our response for Teknion's 2019 Environmental Charter.</p>

<p>39</p>	<p>Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.</p>	<p>Teknion's Environmental Certifications/Programs include:</p> <ul style="list-style-type: none"> • BIFMA level: A transparent means of evaluating and communicating the environmental and social impacts of furniture products in the built environment. • California Department of Public Health (CDPH): The CDPH Standard Method is one of the most widely used standards to evaluate building and interior products for low chemical emissions. • Carbon Disclosure Project (CDP): Provides third-party reporting that measures, discloses, manages and shares environmental information to lessen greenhouse gas emissions and further accountability and transparency. • Design for Environment (DfE): An approach to reduce the overall human health and environmental impact of a product by considering the impacts across its life cycle during the design development phase. • Divert: A program developed by Teknion to help companies divert their decommissioned furniture from landfill by providing them with the option to sell, donate, and/or recycle that furniture. • Environmental Product Declaration (EPD): A document that communicates information about the environmental impact of a product throughout its entire life cycle. • EXCEL: Environmental leadership collaborative to share knowledge across industries. • Forest Stewardship Council (FSC): An international network promoting the responsible management of the world's forests by tracking the chain of custody (CoC) from the forest to the consumer. • ISO 14001: An internationally accepted specification for an Environmental Management System (EMS). Using this system, companies can establish, implement and measure sustainability goals. • Living Building Challenge (LBC): A green building certification program and sustainable design framework developed by the International Living Future Institute (ILFI) to visualize the ideal for the built environment. • Life Cycle Assessment (LCA): Assessment of environmental impacts associated with all the stages of a product's life from raw material extraction through materials processing, manufacture, distribution, use, repair and maintenance, and disposal or recycling. • Red List: Developed by the International Living Future Institute (ILFI), the Red List identifies chemicals designated as harmful to living creatures including humans or the environment. • SCS Indoor Advantage: Leadership in environmental and sustainability certification, improving indoor air quality, auditing, testing, and standards. • WELL: A performance-based building rating system and certification program that consists of seven key concepts that when adhered to, can positively affect human health.
<p>40</p>	<p>Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.</p>	<p>Because Teknion's production facilities are not located within the United States and because of the degree of vertical integration within the Teknion corporate group, there are limited opportunities in the production facilities to outsource manufacturing processes to diverse suppliers. We do work to meet these requirements within the United States, however, by subcontracting design/specification, project management, installation and similar services to diverse suppliers, primarily Teknion's authorized dealers, which are WBE, MBE, VOSB, SDVOSB, and Hub Zone entities.</p> <p>Teknion's Supplier Diversity/Small Business Initiative promotes an inclusive business environment for the benefit of the company and our customers. We work with the following business concerns to develop innovative, cost-effective solutions that fuel our mutual growth:</p> <ul style="list-style-type: none"> • Small businesses • Small disadvantaged businesses • Small woman-owned businesses • Historically Underutilized Business (HUB) Zone businesses • Veteran-owned small businesses • Service-disabled Veteran-owned small businesses • Certified woman-owned businesses • Certified minority-owned businesses <p>Documentation has been uploaded to the Documentation section of this portal.</p>

41	What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?	<p>When Teknion provides a product and service, we commit to excellence in all matters. This provides our customers with the best value solution in initial first costs as well as future ownership and maintenance costs. Teknion feels that the following are the most unique qualities that differentiate us from our competitors:</p> <ul style="list-style-type: none"> • Integrated Product Portfolio – Teknion has developed a broad portfolio of products designed to serve the needs of customers with varied requirements. Teknion has brought new products to market with clear consideration for those customers who have standardized on our well-established products. Teknion takes pride in providing a product portfolio that offers differences that matter, such as interchangeable uses, integrated and universal products and ease of reconfiguration. In addition to Teknion's commitment to non-obsolence, Teknion's goal has been to be able to provide additional value through the introduction of new products that improve performance and allow existing customers to benefit from these introductions. • Commitment to Customer Satisfaction – Since Teknion's entry into the market in the early 1980's, our approach to satisfying customer requirements has separated us from our competitors. In partnership with our dealers, Teknion has fashioned an organization that responds quickly to the needs of individual customers. From the development of special products to punch-list management, Teknion's mandate has always been to consider each customer a future reference for Teknion and our dealers. This commitment has led to recognition from companies such as IBM and Cisco Systems, both of whom selected Teknion for vendor excellence awards. Above all else, we are guided by our Value Proposition for Service and Supply. • Availability – Teknion's senior management team has always taken an active role in measuring success with each and every customer. As we have taken an active role in marketing our products, we are also available to our customers throughout the entire buying process. Teknion customers have the opportunity to speak with anyone in the organization for any reason. Our customers have the assurance that our entire organization is involved in measuring our performance, and that senior management will be available to resolve any issue that becomes important to a Teknion customer. • Representation – Teknion feels that its field representation is the best in the business. Teknion's direct sales force along with an experienced, professional dealer network provides not only sales expertise, but also real customer services throughout the course of our customer relationships. In addition to the everyday, on-site services that our dealers provide, we count on our employees to be actively involved in making sure that our team is performing to the best of its ability. • Attitude – We at Teknion have always considered ourselves fortunate to be chosen as a supplier to companies like Sourcewell. We take this responsibility seriously and never take our success for granted. We believe that our customers are the reason for our success. 	*
42	Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.	Teknion is able to service Members throughout the United States and Canada. In fact, as already noted in our response, Teknion has a significant market share in Canada.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
43	Do your warranties cover all products, parts, and labor?	Teknion warranties cover the parts/equipment needed to properly rectify a warranty related issue.	*
44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Any applicable restrictions or other limitations are outlined within our warranty. Please see the Documents section of this portal for Teknion's full Limited Lifetime warranty and Studio TK warranty.	*
45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Teknion warranties cover those expenses associated with the performance of warranty repairs.	*
46	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?	Teknion is fully capable of performing warranty repairs in all geographic regions in the United States and Canada.	*

47	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	The products proposed herein are manufactured by Teknion and thereby covered by Teknion warranties.	*
48	What are your proposed exchange and return programs and policies?	<p>No returns of products will be accepted without Teknion's prior written consent. Should a customer wish to return any standard Teknion product, the customer must request a Return Goods Authorization ("RGA") form from Teknion. Teknion reserves the right to approve and/or deny RGAs at its sole discretion. All such approved returns must be shipped freight prepaid unless otherwise indicated by Teknion, and standard items may be subject to a restocking charge.</p> <p>Worksurfaces, panels, elements, all upholstery items, and special products are the property of the customer and cannot be returned under any circumstances. Other standard items already in production are subject to a cancellation charge, to be determined at the sole discretion of Teknion. Returned products will only be accepted if received by Teknion in the condition in which they left the factory. Credit will be issued only after inspection of returned products. Damaged products will be refused and returned to the shipper.</p>	*
49	Describe any service contract options for the items included in your proposal.	<p>Teknion delivers on long-term business relationships and one-to-one service. Together with our extensive dealer network, Teknion provides a full range of facilities services for customers. Teknion's service agreements commit to professional service levels including service response times to ensure our customers' products are installed and functioning properly. A Service Level Agreement can be structured based upon the services and timeframes required to meet facility planning needs or services can be provided on an ad hoc basis as required. If requested, Teknion will monitor and measure performance against key performance indicators (KPIs). Each dealer offers a full range of services for project management, move management, and asset management.</p> <p>A summary of available services is listed below.</p> <ul style="list-style-type: none"> • Order Management Services: Product specification and pricing; Order processing and tracking; and Order delivery planning and phasing • Installation Services: Delivery and receiving of goods; Staging; and Install and quality acceptance of install • Move Management: Reconfigurations/small moves, adds and changes; Move planning for live sites to minimize disruption; Moves – floor-to-floor and site-to-site, tear-down and rebuild; Post-project maintenance & day-to-day facilities care; and Add-on or change-out to furniture • Cost Quotations: Parts and service for warranty work • Express Ship Furniture Programs • CAD Drawing Services: Furniture Standards Development • Ergonomic Evaluations: Assessment and recommendations; and End-user training for new products • Asset Management: Warehousing; and Inventory programs • After Market Furniture Services: Used furniture procurement or trades; and Inventory disposition and recycling • Leasing Programs 	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
50	What are your payment terms (e.g., net 10, net 30)?	Teknion's standard payment terms are Net 30.
51	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	Teknion can provide leasing options to these entities if requested.
52	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.	<p>At Teknion, we have an overall philosophy of continuous process improvements. Teknion has developed an order entry process that enables customers multiple avenues of order placement, either directly with Teknion or through one of our authorized dealer partners. Orders may be accepted utilizing our online ordering system, an internet site to upload larger orders, or orders may be placed via the traditional fax/email method. Please see the Documents, Additional Documents section of this portal for an outline of the roles and responsibilities of both Teknion and our Dealer Partner(s) throughout the order process.</p> <p>Teknion can provide the following Sourcewell-specific reports on a monthly or quarterly basis as requested by Sourcewell:</p> <ul style="list-style-type: none"> • Purchase Detail Report: This report will outline purchases by product category for systems, seating, freestanding storage and freestanding furniture as well as corresponding list and net values for these items. • Purchase Summary Report: This report will outline specific list and net purchases according to the product line. • Order Category Report: This report will detail the number of orders placed for each category of systems, seating, freestanding storage and freestanding furniture by product line. • Order Summary Report: This report will outline the average order value by product line. • Order Detail Report: This report will provide a detailed listing of all orders placed during a specified period. This report will outline total order list value, discounts, and net order costs. • Other Ad Hoc Reports: Teknion's Business Development Managers will work closely with Sourcewell Members to develop customized reports to achieve management reporting goals.
53	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?	Teknion can provide P-card procurement for transactions up to \$5,000 at no additional cost to the Member.

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
54	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>Teknion is offering a pricing model which prescribes a discount off of the list pricing set forth in Teknion's published Price and Product Guides. Generally, each product line has its own Price and Product Guide and is subject to a specific discount although several product lines share the same discount (e.g., District, Leverage, and TOS). This model is Teknion's standard pricing methodology both for commercial and governmental customers.</p> <p>Due to the number of product lines which Teknion is offering and the number of product codes within each line, combined with the number of product options, including size variations, options, and finishes, Teknion is not able to provide a SKU for each item in Excel format. We have, however, provide a link to the Price and Product Guide (PPG) for each offered line. Please see the Documents, Additional Documents section of this portal for those links.</p> <p>Please note: We uploaded the PPGs that are not currently available on-line, but were unable to upload all as the file size exceeded the allowable upload parameters.</p>

55	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	As set forth in our response above, each Teknion product line gets its own discount off published list price although several product lines share the same discount. Please see the Documents section of the portal for Teknion's proposed discount structure.	*
56	Describe any quantity or volume discounts or rebate programs that you offer.	Please refer to our response to Table 12, Pricing offered for Teknion's discount structure, which includes volume discounts.	*
57	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	For items that are not manufactured by Teknion, Teknion would purchase and resell such items to the Member at Teknion's cost plus a 5% markup.	*
58	Identify any element of the total cost of acquisition that is NOT like pre-delivery inspection, installation, set up, mandatory training	Teknion's Total Cost of Acquisition does not provide for delivery or set-up activities beyond the Sourcewell Member's dock. Inside delivery and installation costs will be quoted on a per project basis.	*
59	If freight, delivery, or shipping is an additional cost to the Sourcewell Member, describe in detail the complete freight, shipping, and delivery program.	For deliveries within the Continental United States, Teknion utilizes a fleet of contract trucking carriers that deliver our products via standard ground freight. For standard shipments utilizing the method described above, Teknion will bear the cost of freight from our manufacturing facilities to any single destination within the Continental United States. Teknion can also accommodate expedited shipping methods as requested by our customers. If Sourcewell Members requires expedited freight service, Teknion would invoice Sourcewell Members for the difference between the cost of expedited service and the cost of freight that would have been incurred had the products been shipped using Teknion's standard ground freight methods. In Canada, freight is included to all Urban Centers. For locations 200km outside of urban centers, freight costs will be quoted on a project by project basis.	*
60	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Teknion will bear the cost of freight for all shipments into the Continental United States and Canada. For shipments to Alaska and Hawaii, Teknion will bear the cost of freight from Teknion's factory to a port of embarkation on the West Coast of the United States. Any incremental cost to ship the product to Alaska and Hawaii will be invoiced to the Member.	*
61	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Within North America, Teknion utilizes a fleet of contract trucking carriers that meet Teknion's stringent equipment requirements. Teknion's method of shipping depends on the plant location, destination, timing, and variable conditions (weather, road closure, strikes etc.). Shipments traveling by truck are categorized into truckload (TL) and less than truckload (LTL). Truckload (TL) shipments consist of a full truck and offer a more precise appointment date, time, and final destination. Less than truckload shipments (LTL) are combined with other orders to ensure that full truckloads are created, thus having a positive impact on the environment in reducing the quantity of gas used and reducing emissions. Teknion will also leverage rail transportation for large projects that follow a more consistent schedule.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
62	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
63	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	<p>Teknion's real interest in down-to-earth problem solving has resulted in strong alliances with our customers. Teknion will continue to build long-term partnerships, supported by a commitment to innovative solutions, which will advance the strategic interests of our customers. As part of our account management protocol, Teknion will conduct ongoing reviews every three-months to identify degrees of satisfaction, and if necessary, to document formal corrective action plans. These comprehensive work sessions will involve formal and/or informal discussions and presentations to assess performance on product and service benchmarks.</p> <p>To ensure compliance with the terms of the contract and its pricing Teknion can provide the following Sourcewell specific reports on a monthly or quarterly basis as requested by Sourcewell and its Members:</p> <ul style="list-style-type: none"> • Purchase Detail Report – This report will outline purchases by product category for systems, seating, freestanding storage and freestanding furniture as well as corresponding list and net values for these items. • Purchase Summary Report – This report will outline specific list and net purchases according to the product line. • Order Category Report – This report will detail the number of orders placed for each category of systems, seating, freestanding storage and freestanding furniture by product line. • Order Summary Report – This report will outline the average order value by product line. • Order Detail Report – This report will provide a detailed listing of all orders placed during a specified period. This report will outline total order list value, discounts, and net order costs. • Other Ad Hoc Reports – Teknion will work closely with Sourcewell to develop customized reports to achieve management reporting goals.
64	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Teknion proposes an administrative fee equal to 2% as described above.

Table 14: Industry Specific Questions

Line Item	Question	Response *
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<p>65</p>	<p>If you are awarded a contract, provide examples of internal metrics that will be tracked to measure whether you are having success with the contract.</p>	<p>Development of Key Performance Indicators (KPIs) is an important exercise that supports our customers' business cases, project goals, and parameters (metrics). The establishment of KPIs is critical for the program success and will also provide direction for the extended project team. These metrics will serve as a measure of success during project and performance evaluations. Reporting measures should be mutually agreed upon, obtainable and sustainable.</p> <p>Teknion can provide the following Sourcewell-specific reports on a monthly or quarterly basis as requested by Sourcewell:</p> <ul style="list-style-type: none"> • Purchase Detail Report – This report will outline purchases by product category for systems, seating, freestanding storage and freestanding furniture as well as corresponding list and net values for these items. • Purchase Summary Report – This report will outline specific list and net purchases according to the product line. • Order Category Report – This report will detail the number of orders placed for each category of systems, seating, freestanding storage and freestanding furniture by product line. • Order Summary Report – This report will outline the average order value by product line. • Order Detail Report – This report will provide a detailed listing of all orders placed during a specified period. This report will outline total order list value, discounts, and net order costs. • Other Ad Hoc Reports – Steve Hindle will work closely with Sourcewell to develop customized reports to achieve management reporting goals.
<p>66</p>	<p>Describe any industry testing procedures, quality controls and certifications that apply to the products proposed.</p>	<p>Teknion adheres to and exceeds the high standards established by the Business and Institutional Furniture Manufacturer's Association (BIFMA) under the American National Standards Institute (ANSI) standard development process.</p> <p>These standards are intended to provide manufacturers, specifiers and users with a common standard base when selecting furniture that meets safety, durability and the structural adequacy of the specified furniture, independent of construction materials. The standards define specific tests, laboratory equipment to be used, test conditions and acceptance levels. Teknion employs certified, independent third-party test facilities to conduct BIFMA testing. Certificates of Compliance for each product line are available to our customers for review.</p> <p>Additionally, in September 1993, Teknion received its registration pursuant to ISO 9001. This rigorous standard is imposed by the International Organization for Standardization and requires candidates to create a process to ensure quality control processes in the development, manufacturing, delivery and servicing of its products. Registration requires documentation of quality procedures, demonstration of continuous improvement, and independent ongoing audits by International Standards Board representatives.</p>

67	Describe your ability and plan to address member needs for collaborative space or open concept solutions and how your proposed products factor in to them.	<p>Teknion continuously introduces products that support new planning scenarios for the evolving office. Teknion products can be used to build complete independent workstations and clusters. Others have been designed to enhance the functionality of systems furniture already in place. Teknion products support the integration of people and technology, facilitate productivity and communication, and create flexible work environments that adapt to change as it occurs.</p> <p>Planning for the Evolving Office In today's business environment, change occurs rapidly, and undefined future requirements.</p> <ul style="list-style-type: none"> • Scenarios may be determined by the nature of the business, organizational structure and culture, space restrictions, technology, work dynamics and process. • Within any given organization, planning may differ by department, team or individual user needs. • Facilities need a single adaptable product portfolio that can address a wide variety of planning needs and be used for experimentation. • Through a combination of our products, Teknion offers a wide range of planning possibilities. • The inherent flexibility of Teknion's product offering allows customers to move fluidly across the spectrum of planning solutions as changing needs dictate. <p>Low-Risk Experimentation Teknion products allows users to make gradual changes or trial and investment management.</p> <p>Safe Investment Because Teknion products support a range of workstation types, as well as systems already in place.</p> <p>Since 1981, Teknion has created furniture for the technology-driven office. Today, we are helping to serve the needs of an evolving workplace and world of business. Our products are designed to work with all the possible shapes the work environment may take tomorrow and the day after.</p>
68	Describe your design resources to develop or enhance culture, change management and integrated technology needs.	<p>Teknion has always been driven by design. From becoming one of the first manufacturers to put power in a panel, to launching game-changing solutions like District and Upstage, our design team has earned a reputation for innovation.</p> <p>Teknion understands the role of design and the skills that designers bring to business — from product development to communications to organizational structure and work processes. As such, the foundation of our business is one of respect for design, relationships and quality.</p> <p>The Teknion Design Team is comprised of our internal department of design thinkers, many of which we can proudly say have been with us since the inception of Teknion. In addition, we actively build concepts and ideas in collaboration with leaders in the design community. Together we continue to create, innovate and launch new products to build upon our product portfolio.</p>
69	Describe your ability to evaluate and enhance the utilization or return on investment for design alternatives utilizing your products.	<p>Integration has been a core design philosophy since our early days and has been a key to Teknion's overall success. Integration is clearly evident in how our extensive portfolio of products and finishes have been designed to work together - a unique approach in the contract furniture industry. Teknion products have been fundamentally designed to minimize the total cost of ownership while maintaining simplicity in design. Teknion understands that furniture is a substantial investment for any company, and for this reason we are committed to developing products that are universal in nature, can be changed easily and are cost effective thereby reducing overall expenditures.</p> <p>Teknion products enable customers to make gradual changes or radically transform their work environments. Teknion designs and manufactures practical, adjustable, multiple-use products where the cost of experimentation is minimal, while change and future adaptability are easy. Our products are designed to integrate with each other and be "backward compatible" with the vast majority of legacy products – a philosophy we will continue to maintain long into the future.</p>

<p>70</p>	<p>Describe how your products are integrated or factor into a LEED certified facility.</p>	<p>Through advocacy and education, Teknion has held a leadership role in sustainable outreach since 2002. Teknion has used the USGBC and the lessons we have learned through our partnership with them to guide our product development by implementing a protocol called “Design for the Environment” (DfE) to drive a cultural change within our organization.</p> <p>The Partnership</p> <p>Our path to environmental success began by providing educational workshops for LEED two- year educational partnership with the USGBC in which we prepared industry part portfolio.</p> <p>As LEED transforms from a technical rating system on building performance to a system that is focused on the health of the occupants in the space, Teknion has been part of five different Pilot Projects for LEED v4. As we expand our knowledge base, we will continue to implement and strategize for our customers based on these new rating standards.</p> <p>While we are proud of our success with the LEED rating system, we still see the opportunity for more. Through pilot projects with LEED V4, we see more on the horizon that further addresses the health and wellness of the workplace. While documents like Environmental Product Declarations and Health Product Declarations remain absent and unachievable for the furniture industry, we see the opportunity to move forward with transparency and life cycle assessments with or without a prescribed process that meets LEED v4. Let us show you how we make 80% of what we sell in-house through our owned supply chain and source 95% of our raw materials from North America.</p> <p>Projects that are precursors to the LEED v4 standard are those following the Living Building Challenge Standard. Using this standard to help perfect the Innovation Credits within LEED, Teknion has learned more, pushed the learning curve forward and provided safe and transparent products for our customers with projects such as The Bullitt Center, The Brock Environmental Center in Virginia Beach, Virginia, the National Resources Defense Council, and Living Future Institute in Seattle, Washington.</p> <p>While we could list numerous customers and projects that would illustrate our contribution to LEED, we feel it is more important to highlight specific projects that were monumental in execution by the knowledge and collaboration of our team. We intend to partner with Sourcewell Members in the same way, stretching the value of our products and expertise in sharing the value of sustainable design with your staff, your customers and your investors. Green is good for business and we are well positioned and educated, as a company, to contribute to the success of your project. It is our goal to be strategic for our customers by providing a product and a process that supports sustainable design.</p>
<p>71</p>	<p>Describe your approach to serving members in state/local Government, education, non-profit, and how you will grow those markets using your products and the Sourcewell contract.</p>	<p>Teknion’s Public Sector Program is a focused group of individuals who manage complex accounts across geography. We support multiple layers of the contracting agency with a dedicated, multi-disciplined Teknion team. The team works with the end users to create and implement timely, cost-effective and appropriate solutions by applying consistent methodology, quality products and skilled service resources.</p> <p>Through the Program, Teknion offers a full range of high-performance products designed to meet the diverse requirements of the Public Sector market. Our product offering includes but is not limited to flexible panel and desking systems, quality wood furnishings, filing and storage, a broad range of seating, tables, and furniture for open and collaborative spaces. Our product allows for flexibility of design and reconfigurability of a space. Our products also meet industry testing and sustainability standards.</p> <p>To further support our customers, Teknion partners with authorized dealers who provide needs— from design, planning, management, to installation—to achieve customer sat</p> <p>Teknion’s innovative, award-winning products, our strong dealer network, and team of experienced personnel who are committed to customer satisfaction are ideal for your cooperative purchasing applications.</p>

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Financial Strength and Stability](#) - Teknion Financial Strength & Stability.pdf - Tuesday December 17, 2019 10:33:51
 - [Marketing Plan/Samples](#) - Teknion - Sourcewell Public Sector Marketing Material.pdf - Wednesday November 27, 2019 08:09:15
 - [WMBE/MBE/SBE or Related Certificates](#) - Teknion WMBE-MBE-SBE & Related Certificates.pdf - Tuesday December 17, 2019 10:39:18
 - [Warranty Information](#) - Teknion Warranty Information.pdf - Tuesday December 17, 2019 10:34:24
 - [Pricing](#) - Teknion Pricing Proposal 12.19.19.xlsx - Tuesday December 17, 2019 10:35:16
 - [Additional Document](#) - Teknion Additional Documents.zip - Thursday December 19, 2019 09:39:18

Proposers Assurance of Comp

PROPOSER ASSURANCE OF COMPLIANCE

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell member agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The contents of the Proposer's proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer and will not be communicated to any such persons prior to the official opening of the proposals.
4. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted and included with the Proposer's Proposal.
5. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
6. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jeffrey Kraus, Vice President Business Operations , Teknion LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No