



Solicitation Number: RFP #091423

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Teknion LLC, 302 Fellowship Road, Suite 110, Mt. Laurel, NJ 08054 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Furniture Solutions with Related Accessories and Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires December 4, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier'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 and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

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

B. WARRANTY. Supplier 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, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcwell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcwell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity'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 Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, 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 Participating Entity at the time of purchase.

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, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities 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. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

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

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

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

C. **HOT LIST PRICING.** At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell 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 Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

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

- Identify the applicable Sourcewell 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); and
- 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 Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity'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. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

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

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and

Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

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

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

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

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier 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 Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, 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, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

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

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted

price to offset the Administrative Fee.

The Supplier will submit payment 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 Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier 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 Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier 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 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

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

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **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, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier 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. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **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 Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. 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.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. 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 Supplier 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 Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

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

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

The party claiming default must provide written notice of the default, with 30 calendar days to cure the 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.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier 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.* Supplier 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), or equivalent. 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 liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier 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), or equivalent.

Minimum Limits:

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

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier'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, Supplier 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 Supplier'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 Supplier to maintain the required insurance will constitute a material breach entitling Sourcwell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcwell 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 Sourcwell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcwell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. 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.** Supplier 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 Supplier 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 Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. 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.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier 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 Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier 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 the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

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

Participating Entities 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. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’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. Supplier 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. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier 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. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier 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).

Supplier 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. Supplier 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). Suppliers must file any required certifications. Suppliers 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. Suppliers 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. Suppliers 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, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 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, Supplier 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, Supplier 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). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and

records of Supplier that are directly pertinent to Supplier'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 Supplier'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.

M. **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 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 Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Teknion LLC

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 11/29/2023 | 5:20 PM CST

DocuSigned by:
Jeffrey M. Kraus
By: D8576B415B224D1...
Jeffrey M. Kraus
Title: Vice President Business Operations
Date: 11/29/2023 | 10:50 AM PST

Approved:

DocuSigned by:
Chad Coauette
By: 48BAF71B0894454...
Chad Coauette
Title: Executive Director/CEO
Date: 11/30/2023 | 8:27 AM CST

RFP 091423 - Furniture Solutions with Related Accessories and Services

Vendor Details

Company Name: Teknion
Address: 302 Fellowship Road
Suite 110
Mount Laurel, New Jersey 08054
Contact: Steve Hindle
Email: steve.hindle@teknion.com
Phone: 410-300-9955
HST#:

Submission Details

Created On: Thursday July 27, 2023 07:53:49
Submitted On: Thursday September 14, 2023 05:19:12
Submitted By: Steve Hindle
Email: steve.hindle@teknion.com
Transaction #: c389825a-0663-4aa6-bd16-d54d209868fc
Submitter's IP Address: 157.96.187.243

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

| Line Item | Question | Response * |
|-----------|--|--|
| 1 | Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier") | Teknion LLC |
| 2 | Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal. | <p>Teknion LLC is a subsidiary of Teknion Corporation. The Teknion Corporation group consists of 21 companies that sell, or market finished products in their respective markets, or produce the finished products, or the components, parts, or materials of the finished products. Teknion's involvement with vertically affiliated suppliers is integrated to such a degree that all materials and components of the Teknion product line other than fabric, steel, and aluminum are provided within the Teknion corporate family. The benefit for our customers is a more streamlined, efficient, and productive manufacturing process that allows us to meet special needs, lead times, and other requirements more quickly and responsively.</p> <p>As a vertically integrated company offering just-in-time manufacturing, Teknion can make and implement business decisions quickly. This flexibility enables us to respond rapidly and reliably to customer needs. We customize products to specific requirements without having to source, negotiate, and rely on the capabilities of outside suppliers. In fact, many customer-specific product enhancements have led to permanent design changes. Customer-driven innovations have helped to align Teknion's product offering with evolving customer needs and the technology required to support their organization.</p> <p>In addition, Teknion Corporation and its subsidiaries are well capitalized, with little debt and large equity, and therefore, ready to invest as needed in new plants, equipment, software, etc., with the goal of continuing to grow at rates far greater than experienced by our competitors.</p> |
| 3 | Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above. | N/A |
| 4 | Provide your CAGE code or Unique Entity Identifier (SAM): | ODVY8 |
| 5 | Proposer Physical Address: | 302 Fellowship Road Suite 110 Mt. Laurel, NJ 08054 |
| 6 | Proposer website address (or addresses): | www.teknion.com |
| 7 | 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 and, in the event of award, will be expected to execute the resulting contract): | Jeffrey M. Kraus Vice President Business Operations 302 Fellowship Road, Suite 110 Mt. Laurel, NJ 08054 E: jeff.kraus@teknion.com P: 856.552.5503 |
| 8 | Proposer's primary contact for this proposal (name, title, address, email address & phone): | Steve Hindle Director, Public Sector Programs Denver, Colorado E: steve.hindle@teknion.com P: 410.300.9955 |

| | | |
|---|---|--|
| 9 | <p>Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):</p> | <p>Bill Richards Senior Regional Manager, Public Sector, Mid-Atlantic Washington, DC E: bill.richards@teknion.com P: 202-246-8582</p> <p>David Moorad Senior Regional Manager, Public Sector, Southeast Atlanta, Georgia E: david.moorad@teknion.com P: 404.457.9191</p> <p>David Skinkis Senior Regional Manager, Public Sector, West Los Angeles, CA E: david.skinkis@teknion.com P: 213-700-4862</p> <p>Steven Kantner Regional Manager, Public Sector, North Central Tiffin, Ohio E: steven.kantner@teknion.com P: 567-220-9402</p> <p>Morgan Gill Regional Manager, Public Sector, South Central San Antonio, Texas E: morgan.gill@teknion.com P: 210-740-1866</p> <p>Valerie Windrim Public Sector Contracts Manager Mt. Laurel, New Jersey E: valerie.windrim@teknion.com P: 416-735-3438</p> |
|---|---|--|

Table 2: Company Information and Financial Strength

| Line Item | Question | Response * |
|-----------|----------|------------|
|-----------|----------|------------|

| | | |
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| 10 | 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>COMPANY OVERVIEW</p> <p>The story of Teknion is one of growth and innovation.</p> <p>When Saul Feldberg founded Teknion in the early 1980s, he envisioned a company that would create office systems and furniture to meet the new and changing needs of people at work, one that would grow into a leading provider of office environments. Within a decade, Saul's vision was a reality. Teknion's expanding customer base was comprised of some of the world's most innovative and respected businesses. Teknion's spectacular growth made industry history and it was clear that this was a different kind of company – one with an entrepreneurial spirit defined by passion, curiosity, and bold, creative thinking.</p> <p>In 1993, David Feldberg stepped into the position of company President and CEO and has continued to guide the company into a new century. Under his leadership, Teknion has remained true to environmental stewardship and humanistic ideals and steadfast in its commitment to delivering intelligent, design-driven furniture attuned to the needs of business, people, and the environment.</p> <p>Today, the vision of Saul Feldberg is still very much alive in our corporate values, our culture, and in the actions of all the people who come to work at Teknion each day. Our sense of optimism still thrives as we embrace the possibilities of a growing century. We are still willing to go above and beyond, to do the impossible, even when it is not required. 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>BUSINESS PHILOSOPHY & MISSION</p> <p>Teknion offers a strong portfolio of innovative office furniture products that support people at work. Our business philosophy is geared toward promoting human-centered work environments in which creativity, imagination, and ingenuity thrive. It is our collective mission to create, manufacture, and market office furniture and related services to provide attractive and pleasing business environments conducive to increased productivity and comfort for users worldwide.</p> <p>The foundation of our business philosophy lies in one simple concept – we do not try to predict the future, rather, we embrace the changes of today's workplace and apply an innovative, yet practical approach to the development of our products. Teknion operates under an umbrella of collaborative intellect at all levels within our organization. We extend that philosophy to our customer relationships and attribute our collective success to the ability to incorporate the ideas of many into product development strategies, global partnership methodologies, and day-to-day business practices. As a result, we provide outstanding value to our customers who attach importance to long-term partnerships within the contract furniture industry.</p> <p>FAMILY OF BRANDS</p> <p>Our integrated product portfolio includes multiple lines of systems furniture, mobile furniture, seating, storage and filing, freestanding casegoods, and accessories. Our family of brands is enriched by furniture applications from Studio TK, upholstery by LUUM Textiles, and flexible, reconfigurable architectural wall systems. Carefully curated, our family of brands enhances Teknion's ability to provide a complete solution for workspaces where people can feel welcome, comfortable, connected, and enabled.</p> <p>As we respond to each of the questions asked within this RFP, we look forward to re-introducing Sourcewell and its participating entities to what working with Teknion can do for you and each of your project environments.</p> |
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| 11 | What are your company's expectations in the event of an award? | <p>Upon award, Teknion expects to continue to serve as a trusted advisor, partner, and resource to Sourcewell and its participating entities.</p> <p>At Teknion, we are guided by a vision of unexcelled service to our customers. That vision extends beyond the present to evolving business needs and encompasses a rare breadth of customer-driven solutions that are grounded in our commitment to offering the highest level of product design, quality, and service in the contract furniture industry worldwide.</p> <p>We will do our part in promoting this next phase of our relationship with Sourcewell. We will remind all internal and external personnel, including manufacturing and Operations, as well as our dealer and installation partners, what an honor it is to be awarded this contract and remain a trusted advisor and partner to Sourcewell and its participating entities. We will ensure all parties understand what is expected of them and the vital role each will play not only in the continued success of this contract but of the Teknion – Sourcewell relationship overall.</p> <p>We commit to working collaboratively with the Sourcewell team, ensuring your furniture and service requirements are met every step along the way. Teknion and our dealer partners will define strategies in support of an account management protocol that fits your needs and your facility's goals and objectives. We define this as a scalable service model. With each project, certain tasks, milestones, and processes apply; but at the same time, each customer's needs are different. That is why we can adjust our service model to meet our customers – not the other way around.</p> | * |
| 12 | 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. | Teknion is well-capitalized and has debt-to-equity and current ratios that are considered healthy by industry standards. It has ample credit facilities in place to finance its business should the need arise. Please see the Documents, Financial Strength and Stability section of the Sourcewell portal for a letter from KPMG outlining Teknion's financial metrics for FY 2022. | * |
| 13 | What is your US market share for the solutions that you are proposing? | Teknion's market share in the United States is approximately 7 percent. | * |
| 14 | What is your Canadian market share for the solutions that you are proposing? | While there is no centralized market share data available in Canada, based on our assessment, Teknion is a market leader and holds over 30% market share in the contract furniture industry in Canada. | * |
| 15 | Has your business ever petitioned for bankruptcy protection? If so, explain in detail. | No. Teknion has never petitioned for bankruptcy protection. | * |

| | | |
|----|---|---|
| 16 | <p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p> | <p>Teknion began as a small company with big ideas. We started with three employees working in 3,000 square feet of space to produce a single product: T/O/S, an innovative response to the emergence of technology in the workplace.</p> <p>Today, Teknion is an international designer, manufacturer, and marketer of office systems and related products that address all work areas within the office environment. The Company has grown to approximately 3,200 employees worldwide and has approximately 2.4 million square feet of facilities, including manufacturing plants, showrooms, corporate headquarters, and sales offices. The company operates ten manufacturing facilities in Ontario, five in Quebec, one in Alberta, one in North Carolina, and three in Malaysia for servicing regional locations. Our extensive product portfolio is sold in over fifty countries through a network of more than 250 authorized dealer locations around the globe.</p> <p>The core values of Teknion are exemplified throughout our dealer network as Teknion dealers tend to be entrepreneurial in style and very committed to customer satisfaction. As separate, independent, regionally based businesses, these dealers are trained on all aspects of Teknion's product offering 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.</p> <p>Teknion collaborates very closely with our dealer partners to ensure a seamless project experience for our customers. The following provides a high-level overview of the general roles and responsibilities we expect from our dealer network.</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 • Ability to support ancillary requirements with dedicated resources |
|----|---|---|

| | | |
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| 17 | <p>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.</p> | <p>Teknion's products are constructed of the highest quality materials, to adhere to Teknion's stringent quality assurance standards; thereby offering customers durable, reliable products with a long life cycle of use. Products are tested to industry quality standards and meet or exceed quality and performance tests. The standards and certifications include, but are not limited to the following:</p> <p>Quality Certifications/Programs</p> <ul style="list-style-type: none"> • ISO 9001 – International Standard for Quality Management Systems • Teknion Installer Certification Program <p>Environmental Certifications/Programs</p> <ul style="list-style-type: none"> • Teknion's Environmental Charter • ISO 14001 – International Standard for Environmental Management System • BIFMA e3 – Environmental and Sustainability Standard Certification • FSC – Forest Stewardship Council Certification • LEED • SCS Indoor Advantage Certification (Products) • USGBC – U.S. Green Building Council • CGBC – Canadian Green Building Council • WELL Building Standard <p>Health and Safety</p> <ul style="list-style-type: none"> • OHSAS 18001 – Occupational Health and Safety <p>Manufacturing Permits</p> <ul style="list-style-type: none"> • Certification of Approval, Ontario Reg. 127 (Air Emissions) • NPRI (National Pollutant Release Inventory) • Environmental Protection Act: Hazardous Waste Management • Teknion Annual Waste Audits and Reduction Plans • Toxics Reduction Act, 2009 <p>Other Standards/Codes</p> <ul style="list-style-type: none"> • ANSI/BIFMA Furniture Certification Program • CGSB – Canadian Government Standard for Testing • CSA – Canadian Electrical Standard • UL – American Electrical Standard • ICC – International Council Code (Architectural Product Certification) |
| 18 | <p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p> | <p>Teknion has not been subject to any suspension or debarment actions.</p> |

Table 3: Industry Recognition & Marketplace Success

| Line Item | Question | Response * |
|-----------|--|---|
| 19 | Describe any relevant industry awards or recognition that your company has received in the past five years | <p>At Teknion, we believe that design does matter.</p> <p>As president and CEO of Teknion, David Feldberg's approachable, collaborative leadership style set the tone for Teknion's culture as the company grew to become an international presence. Under David's leadership, Teknion also became a company passionate about design.</p> <p>Early on, David championed the potential of design and began to form ties with leading architects and designers. Design became an integral part of Teknion's culture, recognized as a way of thinking and a powerful tool with which to shape a better world.</p> <p>Please see the Documents, Additional Document section of the Sourcewell portal for a list of the awards bestowed upon Teknion within the past five years. Sourcewell is also invited to visit https://www.teknion.com/about/press-room/press-room for additional information regarding all of Teknion's industry accomplishments and recognition.</p> |
| 20 | What percentage of your sales are to the governmental sector in the past three years | <p>Teknion's percentage of sales to the government sector is as follows:</p> <p>FY 2022: 15.7%</p> <p>FY 2021: 17.9%</p> <p>FY 2020: 17.2%</p> |
| 21 | What percentage of your sales are to the education sector in the past three years | <p>Teknion's percentage of sales to the education sector is as follows:</p> <p>FY 2022: 6.1%</p> <p>FY 2021: 7.2%</p> <p>FY 2020: 6.4%</p> |
| 22 | List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years? | <p>In addition to our contract with Sourcewell, Teknion holds Cooperative Contracts with OMNIA Region 4, OMNIA City of Charlotte, Premier, and Premier Healthcare Alliance. Please see the Documents, Additional Document section of the Sourcewell portal for the requested annual sales volume for each of these contracts.</p> |
| 23 | List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) 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. Please see the Documents, Additional Document section of the Sourcewell portal for the requested annual sales volume of Teknion's GSA contract.</p> |

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

| Entity Name * | Contact Name * | Phone Number * |
|------------------|-----------------------------------|---|
| Alamo Colleges | Gary O'Bar Elisa B Nava-Garcia | gobar@alamo.edu enava@alamo.edu |
| State of Florida | Sara Flynn-Kramer | Sara.Flynn-Kramer@ocfl.net 407.836.0048 |
| UTSA | Roel Ramos Andrew Goodenough | roel.ramos@utsa.edu 210-458-4817 andrew.goodenough@utsa.edu 210-314-9348 |

Table 5: Top Five Government or Education Customers

Line Item 25. 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 * |
|--|---------------|--------------------|---|------------------------|----------------------------------|
| Alamo Colleges | Education | Texas - TX | Office Furniture and Interiors; Standard Dealer Services - Design, Specification, Project Management, Installation, Day 2 Services | Varies | \$210,283 |
| Central Pierce Fire and Rescue, Cowlitz County | Government | Washington - WA | Demountable Walls; Standard Dealer Services - Design, Specification, Project Management, Installation, Day 2 Services | Varies | \$279,384 |
| Orange County FL Health Department | Government | Florida - FL | Administrative Offices, Files & Seating; Standard Dealer Services - Design, Specification, Project Management, Installation, Day 2 Services | \$350,635 | \$350,635 |
| University of Texas San Antonio | Education | Texas - TX | Office Furniture and Interiors; Standard Dealer Services - Design, Specification, Project Management, Installation, Day 2 Services | Varies | \$634,072 |
| University of Texas Health Science Center at San Antonio (UT Health San Antonio) | Education | Texas - TX | Office Furniture and Interiors; Standard Dealer Services - Design, Specification, Project Management, Installation, Day 2 Services | Varies | \$251,191 |

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as 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 * |
|-----------|--------------|--|
| 26 | Sales force. | <p>Teknion feels that its field representation is the best in the business. Our 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 relationship.</p> <p>TEKNION SALES STRUCTURE</p> <p>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, Business Development Managers, and Dealer Business 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.</p> <p>ACCOUNT MANAGEMENT</p> <p>As Director of Teknion's Public Sector Programs, Steve Hindle will oversee and cultivate the Teknion relationship with Sourcewell and all its participating entities. His</p> |

team of five Regional Public Sector Managers, in tandem with Teknion's regionally based Business Development Managers, will serve as main points of contact for projects within their designated region. They will assist in the development of a product and service program specific to each Sourcewell entity and its project objectives. As an added resource, our staff of Dealer Business Managers will serve as the manufacturer liaison to our dealer partners. They will ensure Sourcewell's complete satisfaction with all facets of the customer experience provided by Teknion and our project partners.

Please see the Documents, Additional Document section of the Sourcewell portal for Teknion's current regional sales structure. All are full-time employees of Teknion.

SHOWROOMS

To further enhance our sales experience, Teknion maintains showrooms throughout the US and Canada:

United States

- Mount Laurel, New Jersey (US HQ)
- Boston, Massachusetts
- Chicago, Illinois
- Dallas, Texas
- Los Angeles, California
- New York, New York
- Washington, DC

Canada

- Toronto (Corporate HQ)
- Toronto Collaboration Hub
- Calgary
- Edmonton
- Montreal
- Ottawa
- Vancouver
- Winnipeg

DEALER NETWORK

Whether as the sole consultant or a member of a larger team, the approach of Teknion's dealer network is the same – they listen, consult and problem solve with the constant objective of defining the best product and service arrangements to meet the goals of our customers. Like Teknion, our dealers are recognized for their professional people and services. As specialists in the workplace, our dealer network will be responsive, accountable, and experienced. They are fully committed to ensuring customer satisfaction long after the project has ended.

Throughout the US and Canada, Sourcewell will benefit from our local presence in the community. You gain efficiency from face-to-face communication and access to quick service calls. In addition, our Teknion-certified installation teams bring their expertise to manage your project seamlessly. You can be assured that we will take care of your project implementation, so Sourcewell and its participating entities can focus on running your day-to-day business activities.

Please visit the following web addresses for access to the locations of Teknion's dealer network throughout the US and Canada. Under Dealers, please select a region to begin.

US - <https://www.teknion.com/locations/locations-dealers>

Canada - <https://www.teknion.com/ca/locations/locations-dealers>

Please find additional information about our dealer network and the services they provide in question 27 below.

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| 27 | Dealer network or other distribution methods. | <p>Teknion 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 dealers with approximately 250 locations 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 |
| 28 | Service force. | <p>In addition to the services provided by Teknion's dealer network, Teknion also works in conjunction with its dealers to provide and ensure high-quality installation of its products. Teknion encourages and often requires its dealer network to utilize Teknion-certified installers.</p> <p>TEKNION INSTALLER CERTIFICATION PROGRAM</p> <p>This program provides a comprehensive training program for dealers and installers. To gain certification, participants must attend an intensive five-day training session where they are trained on all aspects regarding the installation of Teknion product lines. Participants learn and are tested on the fundamentals and theory behind each product line. In addition, they are provided with hands-on training on how to properly receive, stage, and install Teknion products. Upon completion of the program, dealers/installers must complete three (3) successful installations which are inspected by the Teknion Installation Training Manager prior to receiving their official certification.</p> <p>Typically, the dealer will maintain ongoing responsibility for the performance of all installation services, including direct field supervision of installation personnel along with the responsibility for the provision of services in adherence to the project schedule.</p> <p>INSTALLER ROLES + RESPONSIBILITIES</p> <p>The following provides a high-level overview of the general roles and responsibilities Teknion expects from its installation partners:</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 products. • 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. |

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| 29 | <p>Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.</p> | <p>Once received, Teknion's Order Entry System (TOPS) tracks orders from the moment of receipt through shipping. There are automated notifications and triggers to ensure that orders are processed within 24-48 hours. Any outstanding holds or questions are immediately reviewed with dealers and an established escalation process ensures prompt resolution. TOPS also validates all pricing parameters against the SQ (Special Quote #) which reflects the terms of the contract. Clean orders are electronically transferred to Teknion's manufacturing facilities which are mainly operated on a Baan ERP system. Once an order is entered, and a ship date is confirmed, the order is visible in TekniOnline, Teknion's comprehensive, state-of-the-art proprietary order tracking application. This allows for viewing and verification of order information such as products, pricing, discounts, and shipping destinations.</p> <p>In addition to detailed order status information, dealers/users will also have access to the following information:</p> <p>General Information</p> <ul style="list-style-type: none"> • Customer PO Number • Teknion US Billing Number / Teknion Universal Number • Bill-To Account Number and Name • Acknowledgment Print Date and Time • Order Receipt Date • Teknion Special Quote Number (Discount Reference Number) • PO Amount <p>Order Information</p> <ul style="list-style-type: none"> • Order Information — including shipping address, ship dates, order lines, and discounts • Detailed Order Line Information – including product finishes and options • Shipping Information — including the carrier, tracking, and back-order information • Reports and Documents — including order acknowledgment, packing list, and manifest • Customer-specific Information – including building numbers, floor numbers, contact <p>Shipment Information</p> <ul style="list-style-type: none"> • Teknion Manufacturing Facility Code • Teknion Shipment Number • Scheduled Ship Date • Ship Status • Net Total • List Total • Bill to Address • Ship to Address • Freight Terms • Call Before Delivery / After Hours Contact Information • Teknion Sales Rep Name • Teknion Customer Service / Project Manager Name • Ship Method • Order / Shipping Notes • Change Order Deadline Submission • Change Order Revision Number <p>Line Items</p> <ul style="list-style-type: none"> • Sequence Number • Order Quantity • Teknion Product Code, Description, Finishes and Configuration Options • Teknion Manufacturing Facility Code • Tag Number • Unit List Price • Unit Net Price • Extended Net Price • Freight and additional third-party charges <p>Tag Legend</p> <ul style="list-style-type: none"> • Tag Number • Tag Field Description <p>Change Order Legend</p> <ul style="list-style-type: none"> • New Line Item • Changed Line Item • Deleted Line Item <p>Please see the Documents, Additional Information section of the Sourcwell portal for an Order Process flow chart.</p> |
| 30 | <p>Describe in detail the process and procedure of your customer service</p> | <p>Sourcwell projects will be managed by a local regional team. The main point of contact will be a Teknion Business Development Manager, who will work in</p> |

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.

conjunction with a local Teknion authorized dealer to provide account and project services, such as installation and reconfiguration. Customer service issues will be managed by a team of designated customer service representatives operating from Teknion's Mount Laurel, New Jersey Corporate Headquarters. Each team includes a representative from each Operational function including Technical Services, Customer Service, 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 Sourcewell entities 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.

Teknion assigns customer issues into three categories, as follows:

- **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:** Our staff of Customer Service Representatives work with our dealers in scheduling deliveries, correcting orders, and providing any information required regarding orders that are in-house and being manufactured.
- **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.

KPI (KEY PERFORMANCE INDICATORS)

It has been Teknion's experience that outlining Key Performance Indicators is essential in delivering a successful project. We have found that the following KPI's are critical when measuring and monitoring performance. Teknion will work with Sourcewell and its participating entities to create agreed-upon service levels which will be used as a baseline for the KPI's. The following are some examples of Teknion's recommended KPI's.

KPI #1 – RESPONSE TIMES

1. **Customer Request Response Time:** The length of time to address/acknowledge a customer's request with a reference number and action step. This will identify the time it takes to action a request. This timeline is crucial in the long term as it will help identify any redundancies or gaps that prevent requests from being actioned immediately. As an example, the time between the requesting of an order, and the acknowledgement of same.
2. **Time to Process by Request Type:** Sourcewell requests will be classified by type and lead time. The types of requests Teknion has identified are Moves/Add/Changes, New Orders, One-Time and Project Requests, Used Furniture, General Service, and Warranty. Because there are different tasks involved in completing each request, a specific processing lead time will be identified. This will include monitoring any quote process if required.

KPI #2 – LEAD TIMES

Manufacturer lead-time and installation lead-time are to be considered two distinct KPI's. By separating the two, Teknion will be able to review data by function. It will help Teknion pinpoint any challenges with the services that may appear throughout the contract and work on resolution quickly.

1. **Manufacturer Lead Time:** This will be measured by looking at the time the Super Regional Dealer places an order with the Manufacturer and the Scheduled Delivery date from the Manufacturer.
2. **Installation Lead Time:** Teknion will monitor the service providers on installation scheduling and completion. Teknion will verify if installations are occurring as per the scheduled installation.

KPI #3 – DEFICIENCIES

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| | | <p>Deficiency resolution is important to Teknion as well as the customer. The ability to clean up any discrepancies or deficiencies from projects will be monitored and reported. Both frequency and time to resolution of deficiencies will be monitored and, if necessary, corrective actions recommended and monitored as may be required.</p> <p>WARRANTY CLAIMS</p> <p>Typically, warranty claims are handled through Teknion's dealer(s). The customer reports the problem to the dealer, and the dealer in turn has access to the Teknion Claims Portal. Here, dealers can submit claims, communicate directly with the product experts addressing the claim, and obtain real-time claims status. Such claims usually are resolved within one week.</p> <p>For more significant warranty issues, dealers can access the Teknion Corporate Claims Team, which is dedicated to ensuring a positive claim experience. This highly experienced team assists with coordinating the necessary resources to resolve even the most difficult issues. While Teknion strives to eliminate claims, when they do occur, we are committed to making the end user whole, as quickly as possible, and allowing for normal business operations to continue in the interim.</p> | |
| 31 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States. | Over the past five years, Teknion has successfully demonstrated not only our willingness but also our ability to provide our products and services to Sourcewell and its participating entities within the United States and Canada. Since our inception in 1981, Teknion has attained a strong global presence with strategic partnerships and alliances worldwide. We have offices and showrooms in major cities around the world, supported by a knowledgeable internal sales organization and an authorized network of dealers. We are well-positioned to address multinational needs on both a regional and global basis. | * |
| 32 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada. | Please see our response to Question 31 above. | * |
| 33 | Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract. | Teknion has been and remains fully capable and committed to serving Sourcewell and its participating entities throughout the United States and Canada. We look forward to further demonstrating what working with Teknion and our dealer partners will do for you. | * |
| 34 | Identify any Sourcewell participating entity 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 participating entities including Government, Education, and Non-Profit segments without limitation. | * |
| 35 | Define any specific contract requirements or restrictions that would apply to our participating entities 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 * |
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| 36 | 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 the 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 a 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.</p> <p>Please see the Documents section of the Sourcewell portal for a sample of the Teknion – Sourcewell Partnership flyer.</p> | * |
| 37 | 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 the 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 | * |
| 38 | 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> | * |
| 39 | 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 via the Internet Teknion's e-commerce solution allows our customers to quickly view, specify, and procure furniture on the Internet using our "visual" product catalog, 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 the user should see, and the customer-specific pricing.</p> <p>These custom catalogs ensure our customers' purchases are always "on contract," and help communicate their standards programs to outside consultants. For companies using e-procurement systems from suppliers such as Ariba, Commerce One, and Oracle Exchange, Teknion can integrate their "buyer" applications with the custom catalogs.</p> <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.</p> <p>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.</p> <p>SYSTEMS FEATURES: CATALOGS</p> <p>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,</p> | * |

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| | | <p>and images.</p> <p>SYSTEMS FEATURES: SEARCH</p> <p>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:</p> <ul style="list-style-type: none"> • Searching by product description, name, item number, options and features, and feature comparisons • Keyword searches through product documentation <p>Systems Features: Visual Configuration</p> <p>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.</p> <p>The 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 with ergonomic and storage options while viewing the catalog of their company's standard workstation configurations.</p> <p>SYSTEM FEATURES: SALES</p> <p>The sales feature provides the ability to accept and route various purchase order formats into Teknion's order entry system. Included is a powerful shopping cart function. Features include:</p> <ul style="list-style-type: none"> • 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. <p>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.</p> <p>SYSTEMS FEATURES: E-PROCUREMENT CONNECTOR</p> <p>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.</p> <p>Features Include:</p> <ul style="list-style-type: none"> • 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. | * |
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Table 8: Value-Added Attributes

| Line Item | Question | Response * | |
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| 40 | Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. 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 Height Adjustable Table Adjustments and Training, Chair Adjustments and Training, Keyboard Adjustments and Training, and Element Removal and Replacement. | * |

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| 41 | Describe any technological advances that your proposed products or services offer. | <p>Today's technology-intensive environments demand intelligent wire management and effective distribution of power and data to workers, who may work anytime and anywhere within a workspace.</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. We also recognize that lounges, cafes, private rooms, and ancillary spaces require simple solutions for connectivity and information sharing among work teams who come together and then dissolve into solo work zones.</p> <p>At Teknion, it is for these reasons that 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. As such, we continually explore and evaluate how the evolution of workspace and workstyles is supported through access to technology for all types of workers and 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> <p>The latest additions to our already technology-driven solutions include:</p> <p>CASUAL POWER POST</p> <p>The Casual Power Post is about bringing convenience charging to new locations of work that extend beyond one's traditional desk. As work mobility is increasingly prioritized, the Casual Power Post provides workstation expectations in non-workstation settings. The Casual Power Post offers two height options - 35" for task-oriented spaces, and 17.5" for lounge areas. Each height offers four standard configurations, with standard 18W or high-capacity 60W USB-C options.</p> <p>UNTETHERED</p> <p>In March 2023, Teknion announced the launch of Untethered, a product portfolio of mobile work tools equipped with battery packs to power your phone, laptop, and mobile TV cart throughout an entire workday. While pulling power from the active battery, the backup packs charge simultaneously and are ready for use when needed. Cobalt-free and UL Certified, the Untethered battery is non-toxic if punctured and can be deconstructed at the end of its life cycle for reuse.</p> <p>The Untethered Mobile Charging Cart and Untethered Desktop Battery Charger make charging fast and easy. Recharge up to 3 or 6 Untethered batteries to full power capabilities simultaneously and in a matter of two to three hours. The Untethered Mobile Charging Cart draws up to 250W at 120 VAC per three Charging Bays and supports being plugged into a North American 120V wall outlet without worrying about overage with a maximum of 12 batteries per single circuit.</p> <p>With Untethered, you can bring power with you in two ways—on its own using the Untethered Mobile Power Post or mounted to movable furniture with the Untethered Furniture Adapter. Both tools translate power from an Untethered battery into ready-to-use, 1 AC outlet, 1 USB-A, and USB-C format.</p> |
| 42 | 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>From the beginning, Teknion has moved forward along a path to environmental and social performance. Embedded in our culture, sustainable principles as a tenet of good design, guide the way we do business and govern our conduct every day, even in challenging times. Everyone at Teknion, from the plant floor through to our executive leadership, is empowered to contribute to corporate responsibility at Teknion. We are proud to have served as a strategic partner in helping customers create healthy workspaces that drive productivity, along with LEED and WELL certification.</p> <p>TEKNION PROGRAMS</p> <ul style="list-style-type: none"> • Design for the Environment (DfE): First implemented in 2005, these 11 guidelines that cover a holistic view of the design process remain the driving foundation for product development, through material selections and manufacturing processes. Modeled from the Environmental Protection Agency, the following are Teknion's DfE guidelines: <ol style="list-style-type: none"> 1. Work with manufacturing and product engineering to utilize our integrated design process for the reduction of waste in all forms. Managed through ISO 14001. 2. Maximize the use of materials with high recycled content or the ability to be recycled. 3. Maximize product design to enable rapid disassembly to the base material recycling stream. Where plastics have been used provide appropriate labels by material type for recycling. 4. Maximize the use of renewable materials. 5. Eliminate the use of toxic materials as listed by IARC (International Agency for Research on Cancer). 6. Provide or incorporate bio-based alternatives within product structure or substrate. 7. Provide sustainable wood-based alternatives as substrates or veneers that meet FSC |

standards.

8. Design products for extended life reuse, incorporating the ability to upgrade finishes and configure or reconfigure with modular components into a new useable form. Provide instructions for end-of-life management of products.

9. Ensure product meets as defined by SCS Indoor Advantage low-emission test standards.

10. Design for Durability/Reliability, ensuring products are designed and manufactured to provide a long, useful life and allow for repeated service.

11. At product launch provide all relevant attributes to show the product's environmental specifications.

- Divert: The Teknion Divert program is a turnkey service that provides the people and expertise to help our customers divert furniture and other assets they no longer need from landfills by providing them with the opportunity to sell, donate, and/or recycle them.

Divert was established to help achieve Teknion's and our clients' goal of zero waste. Transparent and traceable, this program ensures our clients garner maximum financial and social benefit with minimum environmental impact to themselves and the communities in which they operate. We accept a wide range of projects and will take furniture and other assets from any manufacturer, even if you are not buying Teknion moving forward.

Divert by the numbers (through July 2023):

- Projects: 547
- Diverted from Landfill: 9,302 tonnes
- Recycled: 4,892 tonnes
- Donated: 1,596 tonnes
- Supported: 206 nonprofits
- Resold: 2,091 tonnes
- Relocated: 723 tonnes
- CO2 Avoided: 27,337 tonnes

For more information on Divert, please visit <https://www.teknion.com/about/divert-us>.

- Green Impact Program: Our Toronto facilities have challenged themselves to ensure that at least 10% of cost-saving targets are derived from "green" initiatives such as energy and resource usage, logistics, sustainable energy sources, recycling efforts and packaging. Ideas are generated from cross-functional teams within each plant and shared peer-to-peer to ensure good ideas are implemented and then extended across all facilities.

THIRD-PARTY CERTIFICATIONS

- BIFMA e3 Level: Level provides our customers with third-party evaluation and certification that delivers an open and holistic means of evaluating and communicating the environmental and social impacts of furniture products in the built environment:
 - e3 Furniture Sustainability Standard (furniture upgraded from 2014 to most recent 2019 standard); all products, except for some seating, meet e3 – the highest level.

- Carbon Disclosure Project (CDP): As our sustainability efforts mature, as an organization we want to expand our focus beyond viewing our reduction efforts only through the lens of ISO 14001 metrics, to also consider how we reduce our absolute carbon across the organization. We engage the CDP to provide third-party reporting that measures, discloses, manages, and shares environmental information, to further our accountability and transparency across Scope 1, 2, and 3 emissions.

- Declare + LBC Red List: We use Declare as a platform to transparently disclose our products' composition including potentially harmful materials as noted on the LBC Red List:
 - 70+ products are Red List Free
 - 10 Declare labels with 100% ingredient transparency, inclusive of our supply chain.
 - 100% of all standard powder coat paints meet the Red List Free Criteria

- Environmental Product Declarations (EPD): We create EPDs to report and communicate what our products are made of and how they impact the environment across their entire life cycle:
 - 10 available EPDs including architectural systems, major Systems and Casegoods like Zones and Expansion Casegoods.

- Forest Stewardship Council (FSC): Using FSC-certified wood assures our customers that forestry is managed in an environmentally responsible and socially beneficial manner.
 - 90%+ of our wood is FSC certified as standard, and 100% of Studio TK's wood is FSC certified all the way through the process – unique within the upholstery community.

- ISO 14001: Teknion's commitment to an environmental policy is formalized under ISO14001 EMS (Environmental Management System). Our corporate-wide program allows us to comply with environmental legislation in the U.S., Canada, and abroad, and institute a best practices approach in both manufacturing and administrative areas. Through ISO 14001, Teknion has been able to reduce environmental impacts within our manufacturing

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| | | <p>processes by minimizing our water, electricity, and natural gas usage and waste production.</p> <p>From 2010 to 2021, we have saved:</p> <ul style="list-style-type: none"> - 71,405,451 kwh of electricity – enough to power 7,140 homes for a year. - 8,364,366 m3 of natural gas – enough to heat 4,402 homes for a year. - 485,775 L of propane – enough to heat 255 homes for a year. - 309,473 m3 of water saved – enough to fill 123 Olympic-sized pools. - 55,436 tonnes of GHG saved – enough to remove 11,087 cars from the road for a year. - 90% of our waste diverted. - 45% overall reduction in absolute GHG emission - 68% reduction Scope 2 absolute GHG emissions <ul style="list-style-type: none"> • JUST Label: Just is a program administered by the International Living Future Institute (ILFI). Like ILFI's Declare ingredient label, it provides a transparent, publishable scorecard of our efforts across six key categories. Measuring how we are doing and where we need to improve, JUST provides an additional layer of learning through ILFI, with whom we have a ten-year-plus relationship. Just is supported and recognized throughout well-established building standards like LEED and WELL. • Mindful Materials (mM): We continue to actively contribute to the mM product database, to foster transparency and enable customers, design teams, and end-users to easily find environmental data and metrics on our products. <ul style="list-style-type: none"> - Includes 70 Teknion products, 37 StudioTK products, and 89 Luum textiles. • Science Based Target Initiative (SBTi): The best way to minimize our carbon footprint is not to create emissions in the first place. We are focusing on reformative actions on the factory floor to lower our absolute emissions in context of Scope One (direct) and Scope Two (indirect) emissions. Additionally, we are researching opportunities to lower our Scope Three (indirect) emissions. We have committed to formalizing our science-based carbon reduction targets with the Science Based Targets initiative and to focus on meeting these objectives without the use of carbon offsets. • SCS Indoor Advantage: We certify products for low VOC emissions with SCS Indoor Advantage, a transparent indoor air quality (IAQ) standard for furniture and building materials. We chose this certification because it aligns with the greatest number of built environment sustainability standards. <ul style="list-style-type: none"> - 100% of Teknion's Wood Veneer finished furniture products (Systems, Caseloads, Tables, Storage) are SCS Indoor Advantage Gold certified to meet the more stringent VOC emissions standard recognized by LEED and WELL. • Toxnot: We use the Toxnot database internally to assess the chemical ingredients used in our products and facilitate various transparency reports like Declare or Healthy Product Declarations (HPD's) <ul style="list-style-type: none"> - Includes 300+ Products and 250+ Materials. • WELL Building Standard: The WELL Building Standard is the first building standard to focus on the health and wellness of building occupants. Developed by Delos and managed by the International WELL Building Institute, WELL was designed using evidence-based medical and scientific research to create a built environment that better supports human health and wellbeing. Teknion is proud to be the first furniture manufacturer in the world to have not only the first but now eight WELL-certified showrooms. <p>For further information on Teknion's sustainability initiatives and the programs guiding our efforts, please see the Documents, Additional Document section of the Sourcewell portal for Teknion's Impact Report 3.0.</p> |
| 43 | 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>Teknion's third-party environmental certifications include:</p> <ul style="list-style-type: none"> • BIFMA e3 – Environmental and Sustainability Standard Certification • SCS Indoor Advantage Certification (Products) • FSC – Forest Stewardship Council Certification • Declare • Forest Stewardship Council (FSC) • Environmental Product Declaration (EPD) |

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| <p>44</p> | <p>Describe any quality management and environmental system certifications attained by your organization (LEED, Greenguard Indoor Air Quality, ANSI, BIFMA or others).</p> | <p>Teknion participates or holds certifications in the following:</p> <p>Quality Certifications/Programs</p> <ul style="list-style-type: none"> • ISO 9001 –International Standard for Quality Management Systems <p>Environmental Certifications/Programs</p> <ul style="list-style-type: none"> • BIFMA level • California Department of Public Health (CDPH) • Carbon Disclosure Project (CDP) • Declare • Environmental Product Declaration (EPD) • Forest Stewardship Council (FSC) • IWBI – WELL: Teknion was the first furniture manufacturer in the world to have not only the first but now eight WELL certified showrooms. • IWBI - WELL HSR Health Safety Rating (All Teknion showrooms) • IWBI - WELL at Scale (Teknion's Entire Global Portfolio) • ISO 14001 • JUST Label • LEED • Living Building Challenge (LBC) • Life Cycle Assessment (LCA) • Red List • SCS Indoor Advantage. • SBTi - Science Based Target Initiatives • USGBC – U.S. Green Building Council • CaGBC- Canadian Green Building Council <p>Health and Safety</p> <ul style="list-style-type: none"> • OHSAS 18001- Occupational Health and Safety <p>Other</p> <ul style="list-style-type: none"> • ANSI/BIFMA Furniture Certification Program • CGSB – Canadian Government Standard for Testing • CSA – Canadian Electrical Standard • ICC – International Council Code (Architectural Product Certification) • UL – American Electrical Standard |
| <p>45</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>A sampling of our Dealer certificates has been provided in the Documents section of the Sourcewell portal. Additional certificates available upon request.</p> |

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| 46 | What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities? | <p>VERTICAL INTEGRATION</p> <p>The one unique attribute that really sets Teknion apart in the industry is that we still make things.</p> <p>Teknion is a vertically integrated company where 90% of the supply chain is under Teknion's ownership. This approach provides Teknion with a high degree of control over the manufacturing of its products allowing shorter lead times, the ability to quickly increase production volumes when needed, and enables us to customize our products to suit the specific needs of our customers. Throughout the manufacturing process, Teknion invests in new technology to supply a wide variety of products using a manageable manufacturing base. It also allows Teknion to manage cost, quality, and inventory levels to a much greater degree than if Teknion employed a third-party manufacturer.</p> <p>In addition to the above, Teknion also feels that these additional unique qualities differentiate us from our competitors:</p> <ul style="list-style-type: none"> • Integrated Product Portfolio – At Teknion, we understand that furniture is a substantial investment for any company. 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 expenditure. 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. Adjustments others call “specials” are just the way we work. • Commitment to Customer Satisfaction – Since Teknion's entry into the market in the early 1980s, 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. We are approachable human beings with a genuine can-do, will-do attitude, dedicated to ensuring you get the products and services you need just when you need them. We truly want to do a better job. • Availability – Teknion's senior management team has always taken an active role in measuring success with 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 can 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. Our 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 every day, 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. |
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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 * |
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| 47 | Do your warranties cover all products, parts, and labor? | Teknion warranties cover the parts/equipment as well as labor needed to properly rectify a warranty-related issue. |
| 48 | 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, Warranty Information section of the Sourcewell portal for Teknion's full Limited Lifetime, Architectural Interiors, and Studio TK warranties. |

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| 49 | 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. | * |
| 50 | Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair? | <p>LOCAL SERVICE</p> <p>Teknion remains steadfast in our ability to service all Sourcewell participating entities throughout the United States and Canada.</p> <p>In conjunction with our authorized dealer network, Teknion has structured our service model to be scalable, adaptable, and responsive to your local needs, not the other way around. In implementing this type of model, you experience consistent service regardless of project size or location. Our service model will be geared to suit your preferences and requirements.</p> <p>Being where you are allows us to serve you better. Our local presence puts us in the valuable position of being familiar with not only the community but also with the local businesses, buildings, project sites, and regulations. This familiarity enables us to streamline the delivery process, provide quicker response times, and provide an overall higher level of personalized customer service. Local presence provides you with an immediate response throughout your project implementation.</p> <p>WARRANTY CLAIMS</p> <p>Typically, warranty claims are handled through Teknion's dealer(s). The customer reports the problem to the dealer, and the dealer in turn has access to the Teknion Claims Portal. Here, dealers can submit claims, communicate directly with the product experts addressing the claim, and obtain real-time claims status. Such claims usually are resolved within one week.</p> <p>For more significant warranty issues, dealers can access the Teknion Corporate Claims Team which is dedicated to ensuring a positive claim experience. This highly experienced team assists with coordinating the necessary resources to resolve even the most difficult issues. While Teknion strives to eliminate claims, when they do occur, we are committed to making the end user whole, as quickly as possible, and allowing for normal business operations to continue in the interim.</p> | * |
| 51 | 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? | <p>Teknion still makes things. As such, all products proposed herein are thereby covered by Teknion warranties.</p> <p>As the industry shifts towards outsourcing, we continue to bring expertise in-house. We make 90% of what we sell. The outsourced partners that represent the remaining 10% are held to the same manufacturing standards that we impose upon ourselves.</p> <p>Teknion's true vertical integration gives Teknion the ability to control our global supply chain and every element of production — to manage quality and costs, provide custom designs, and offer flexibility around how orders are organized and delivered. As such, the products proposed herein are thereby covered by Teknion warranties.</p> | * |
| 52 | 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> | * |

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| 53 | Describe any service contract options for the items included in your proposal. | <p>Unique to Teknion and our authorized dealer network, is our strong commitment to customer satisfaction long after the project has ended. Because required services vary from customer to customer, and project to project, Teknion and our dealer partner(s) will work with the Sourcwell entity to develop and design a service template to tailor all services to the entities' specific needs. Items may include, and not be limited to items such as response times, frequency of site visits, and costs for maintenance and support items. All agreements commit to professional service levels to ensure our products are installed and function properly.</p> <p>Available by request or as part of a long-term service contract, services include, but may not be limited to the following:</p> <ul style="list-style-type: none"> • Panel cleaning • Panel Alignment • Minor repairs • General services |
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Table 10: Payment Terms and Financing Options

| Line Item | Question | Response * |
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| 54 | Describe your payment terms and accepted payment methods. | Teknion's standard payment terms are Net 30. Our accepted payment methods include ACH and payment by check. We will also accept credit card payments for transactions up to \$5,000.00. |
| 55 | Describe any leasing or financing options available for use by educational or governmental entities. | Teknion can provide leasing options to these entities if requested. |
| 56 | Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response. | Teknion assumes that the end customer's transaction forms will be utilized as under the current contract. |
| 57 | Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process? | Teknion will accept P-card procurement for transactions up to \$5,000 at no additional cost to the Sourcwell participating entity. |

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 Sourcwell Price and Product Change Request Form.

| Line Item | Question | Response * |
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| 58 | Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell 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 that prescribes a discount off 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 upStage). This model is Teknion's standard pricing methodology both for commercial and public sector customers.</p> <p>Due to the number of product lines offered as part of our proposal, the number of product codes within each line, combined with the number of size variations and finish options, Teknion is not able to provide a SKU for each item in Excel format. Additionally, we were not able to upload our Price and Product guides due to the file size limitations. As such, we have provided a link to the Price and Product Guide (PPG) for each line being offered as part of our proposal. Please see the Documents, Additional Documents section of this portal for those links.</p> |
| 59 | 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 receives its own discount off published list price, although several product lines share the same discount. Please see the Documents, Pricing section of the Sourcwell portal for Teknion's proposed discount structure. |

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| 60 | 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. | * |
| 61 | 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. | * |
| 62 | Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer. | 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. | * |
| 63 | If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, 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. 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. | * |
| 64 | 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. | * |
| 65 | 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 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 |
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| 66 | b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments. | |

Table 13: Audit and Administrative Fee

| Line Item | Question | Response * |
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| 67 | <p>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 participating entities 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. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.</p> | <p>Teknion prides itself on achieving the highest standards with regard to customer satisfaction. Alignment with customer expectations becomes the fundamental metric by which we judge our collective success.</p> <p>PRICING</p> <p>Teknion utilizes Salesforce.com as its primary customer relationship management (CRM) tool. Accounts are created in Salesforce for new customers and all associated contractual pricing information including discounts, list pricing parameters, additional incentives, and more is entered into a customer-specific Special Quotation (SQ) and assigned a unique SQ number. Upon initial creation of the SQ, and following any revisions, an SQ Notice containing the pertinent contractual pricing information is systematically emailed to the Teknion Regional Vice President, and Business Development Manager, as well as to each Teknion dealer assigned to the project.</p> <p>TRACKING & REPORTING</p> <p>The 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's 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.</p> <p>To further ensure compliance with the terms of the contract and its pricing Teknion will work with Sourcewell to develop reporting that is mutually agreed on, obtainable, and sustainable. The following are examples of the Sourcewell-specific reports Teknion can provide on a monthly or quarterly basis as requested by Sourcewell and its participating entities.</p> <ul style="list-style-type: none"> • Purchase Detail Report: This report will outline purchases by product category (systems, casegoods, seating, storage etc.) 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 product line. • Order Category Report: This report will detail the number of orders placed for each category (systems, casegoods, seating, storage etc.) 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, Director, Teknion Public Sector Programs will work closely with Sourcewell to develop customized reports to achieve management reporting goals. |
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| 68 | If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract. | <p>Teknion's real interest in down-to-earth problem-solving has resulted in strong alliances with our customers. As part of our account management methodology, in addition to the established Key Performance Indicators, Teknion will utilize the following tools to ensure our success with Sourcewell and its participating entities:</p> <ul style="list-style-type: none"> • Annual Commitment Meeting – This meeting will serve to identify key individuals from each organization, as well as identify the specific goals and commitments for these individuals and how they relate to the success of the Teknion/Sourcewell relationship. • Quality Performance Audit – Teknion will rely on professionally developed audit surveys to measure customer satisfaction and identify areas of improvement. These surveys, designed to be conducted during initial installation, and then semi-annually thereafter, will develop the cornerstone for Sourcewell's product and service issue expectations. • Quarterly Account Review Meeting – 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. | * |
| 69 | 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 14A: Depth and Breadth of Offered Equipment Products and Services

| Line Item | Question | Response * |
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| 70 | Provide a detailed description of the equipment, products, and services that you are offering in your proposal. | <p>People and partnerships are keywords at Teknion. We take seriously our responsibility to our customers and to the millions of people who work within the office environments that Teknion has helped to create. It is our goal to develop mutually rewarding partnerships with our customers and to serve the people who use our products.</p> <p>PRODUCT</p> <p>Teknion understands that furniture is a substantial investment for any organization 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>Integrated Design</p> <p>Our products are designed to support the latest thinking in workplace design. We have defined our products as intelligent, simple, and able. Our diverse, yet integrated product line performs independently and in concert, combining in virtually unlimited configurations that fit new workplace needs as they emerge.</p> <p>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 assets provide a long-term investment return for your organization - without risk.</p> <p>Ease of Change / Reconfiguration</p> <p>Teknion products have been fundamentally designed to minimize the total cost of ownership while maintaining simplicity in design. 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 most of our legacy products – a philosophy we will continue to maintain long into the future.</p> |

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| | | <p>Please see the Documents, Additional Documents section of the Sourcewell portal for introductions to the products proposed herein.</p> <p>SERVICES</p> <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. A summary of available services is listed below.</p> <p>Order Management Services</p> <ul style="list-style-type: none"> • Product specification and pricing • Order processing and tracking • Order delivery planning and phasing <p>Installation Services</p> <ul style="list-style-type: none"> • Delivery and receiving of goods • Staging • Install and quality acceptance of install <p>Move Management</p> <ul style="list-style-type: none"> • 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 • Add-on or change-out to furniture <p>Cost Quotations</p> <ul style="list-style-type: none"> • Parts and service for warranty work <p>Express Ship Furniture Programs</p> <p>CAD Drawing Services</p> <ul style="list-style-type: none"> • Furniture Standards Development <p>Ergonomic Evaluations</p> <ul style="list-style-type: none"> • Assessment and recommendations • End-user training for new products <p>Asset Management</p> <ul style="list-style-type: none"> • Warehousing • Inventory programs <p>After Market Furniture Services</p> <ul style="list-style-type: none"> • Used furniture procurement or trades • Inventory disposition and recycling <p>Leasing Programs</p> |
| 71 | <p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p> | <p>Teknion’s 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.</p> |

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

| Line Item | Category or Type | Offered * | Comments |
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| 72 | Desks and workstations (stationary, sit-to-stand, control and dispatch consoles, charging stations) | <input checked="" type="radio"/> Yes <input type="radio"/> No | <p>Please see the Documents, Additional Document section of the Sourcewell portal for an in-depth look at the Teknion product(s) being offered to meet the requirements of this category.</p> |

| | | | | |
|----|---|--|--|---|
| 73 | Chairs | <input checked="" type="radio"/> Yes <input type="radio"/> No | Please see the Documents, Additional Document section of the Sourcewell portal for an in-depth look at the Teknion product(s) being offered to meet the requirements of this category. | * |
| 74 | Tables | <input checked="" type="radio"/> Yes <input type="radio"/> No | Please see the Documents, Additional Document section of the Sourcewell portal for an in-depth look at the Teknion product(s) being offered to meet the requirements of this category. | * |
| 75 | Modular and demountable walls | <input checked="" type="radio"/> Yes <input type="radio"/> No | Please see the Documents, Additional Document section of the Sourcewell portal for an in-depth look at the Teknion product(s) being offered to meet the requirements of this category. | * |
| 76 | Cubicles | <input checked="" type="radio"/> Yes <input type="radio"/> No | Please see the Documents, Additional Document section of the Sourcewell portal for an in-depth look at the Teknion product(s) being offered to meet the requirements of this category. | * |
| 77 | Patio or outdoor | <input checked="" type="radio"/> Yes <input type="radio"/> No | Please see the Documents, Additional Document section of the Sourcewell portal for an in-depth look at the Teknion product(s) being offered to meet the requirements of this category. | * |
| 78 | Seating (benches, fixed stools, ottomans, integrated power systems) | <input checked="" type="radio"/> Yes <input type="radio"/> No | Please see the Documents, Additional Document section of the Sourcewell portal for an in-depth look at the Teknion product(s) being offered to meet the requirements of this category. | * |
| 79 | Casegoods | <input checked="" type="radio"/> Yes <input type="radio"/> No | Please see the Documents, Additional Document section of the Sourcewell portal for an in-depth look at the Teknion product(s) being offered to meet the requirements of this category. | * |
| 80 | Residential hall furnishings | <input checked="" type="radio"/> Yes <input type="radio"/> No | Please see the Documents, Additional Document section of the Sourcewell portal for an in-depth look at the Teknion product(s) being offered to meet the requirements of this category. | * |
| 81 | Related services including rental, design, space planning, installation, assembly, safety inspection, repair, renovation, refurbishment, re-manufacture, retrofit or recycling services to the offering above; and | <input checked="" type="radio"/> Yes <input type="radio"/> No | Teknion offers these types of services and all will be quoted at the time of service. | * |
| 82 | Proposers may also include related storage and technology integrated furniture solutions, ergonomic solutions and accessories, workspace systems and accessories to the extent that the offering is ancillary or complementary to an offering of Furniture Solutions as described in Lines 72-81 above. | <input checked="" type="radio"/> Yes <input type="radio"/> No | Please see the Documents, Additional Document section of the Sourcewell portal for an in-depth look at the Teknion product(s) being offered to meet the requirements of this category. | * |

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."
- [Pricing](#) - Teknion Table 12_Pricing Offered .xlsx - Wednesday September 13, 2023 22:10:39
 - [Financial Strength and Stability](#) - Teknion KPMG Letter FY 2022.pdf - Tuesday September 12, 2023 12:48:43
 - [Marketing Plan/Samples](#) - Teknion - Sourcewell Marketing Flyer 2024.pdf - Wednesday September 13, 2023 12:52:57
 - [WMBE/MBE/SBE or Related Certificates](#) - Teknion Dealer WMBE-MBE-SBE Related Certificates.pdf - Wednesday September 13, 2023 19:53:12
 - [Warranty Information](#) - Teknion Warranties.pdf - Wednesday August 23, 2023 19:52:34
 - Standard Transaction Document Samples (optional)
 - [Requested Exceptions](#) - Teknion_RFP_091423_Furniture_Contract_Template.docx - Wednesday August 23, 2023 20:00:23
 - [Upload Additional Document](#) - Teknion Additional Documentation - Sourcewell 091423.pdf - Wednesday September 13, 2023 22:25:29

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, 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.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. 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 the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

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

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

| File Name | I have reviewed the below addendum and attachments (if applicable) | Pages |
|---|--|-------|
| Addendum_4_Furniture_Solutions_RFP_091423 Tue September 5 2023 03:34 PM | <input checked="" type="checkbox"/> | 2 |
| Addendum_3_Furniture_Solutions_RFP_091423 Thu August 31 2023 12:47 PM | <input checked="" type="checkbox"/> | 5 |
| Addendum_2_Furniture_Solutions_RFP_091423 Tue August 29 2023 02:17 PM | <input checked="" type="checkbox"/> | 2 |
| Addendum_1_Furniture_Solutions_RFP_091423 Fri August 18 2023 11:06 AM | <input checked="" type="checkbox"/> | 2 |