

**STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG**

**AGREEMENT TO PROVIDE
FURNITURE, INSTALLATION, AND RELATED PRODUCTS AND SERVICES**

THIS PROFESSIONAL SERVICES CONTRACT (the "Contract") is made and entered into as of this 1st day of January 2020 (the "Effective Date"), by and between Teknion LLC, a corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

RECITALS

WHEREAS, the City issued a Request For Proposals (RFP # 269-2019-105) for Furniture, Installation, and Related Products and Services dated June 19, 2019. This Request for Proposals together with all attachments and addenda, is referred to herein as the "RFP"; and

WHEREAS, the City desires that the Company provide certain Furniture, Installation, and Related Products and Services ("Products") and ("Services"), and the Company desires to provide such Products/Services; and

WHEREAS, the City and the Company have negotiated and agreed regarding the above-referenced Services and desire to reduce the terms and conditions of their agreement to this written form.

WHEREAS, the City on behalf of itself and any other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, nonprofit entities, and agencies for public benefit that elect to access the Contract (a "Participating Public Agency"), competitively solicited and awarded the Contract to the Company. The City has designated OMNIA Partners as the administrative and marketing conduit for the distribution of the Contract to Participating Public Agencies.

The City is acting as the "Principal Procurement Agent" for the Participating Public Agencies, and shall not be liable or responsible for any costs, damages, liability or other obligations incurred by the Participating Public Agencies. The Company (including its subsidiaries and distributors) shall deal directly with each Participating Public Agency concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing, payment and all other matters relating or referring to such Participating Public Agency's access to the Contract.

Each Participating Public Agency enters into a Master Intergovernmental Cooperative Purchasing Agreement (MICPA) outlining the terms and conditions that allow access to the Principle Procurement Agencies' Contract. Under the terms of the MICPA, the procurement by the Participating Public Agency shall be construed to be in accordance with, and governed by, the laws of the state in which the Participating Public Agency resides.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the covenants and representations contained herein, the parties agree as follows:

CONTRACT

- 1. EXHIBITS.** The Exhibits below are hereby incorporated into and made a part of this Contract. With the exception of Exhibit D (Federal Contract Terms and Conditions), any conflict between language in an Exhibit or Appendix to this Contract and the main body of this Contract shall be resolved in favor of the main body of this Contract and any inconsistency between the Exhibits will be resolved in the order in which the Exhibits appear below. Notwithstanding anything contained in this Contract or any Exhibit to the contrary, in the event of a conflict between the language of Exhibit D and the main body

of this Contract or any other Exhibit to this Contract, the language of Exhibit D shall prevail. Each reference to Teknion LLC in the Exhibits and Appendices shall be deemed to mean the Company.

EXHIBIT A: PRICING SHEET

EXHIBIT B: SCOPE OF WORK

EXHIBIT C: PROPOSAL RESPONSE FORMS

EXHIBIT D: FEDERAL CONTRACT TERMS AND CONDITIONS

2. DEFINITIONS. This section may include, but not be limited to, terms defined in Section 2 of the RFP.

3. DESCRIPTION OF PRODUCTS AND SERVICES.

3.1. The Company shall be responsible for providing the Products and Services described in Exhibit B attached to this Contract and incorporated herein by reference. Without limiting the foregoing, the Company will perform the Services and meet the requirements as set forth in Exhibit B. However, the Company shall not be responsible for tasks specifically assigned to the City in this Contract or in Exhibit B.

3.2. The Company shall perform the Services on site at the City's facility in Charlotte, North Carolina, except as mutually agreed upon in writing in specific instances by the City.

4. COMPENSATION.

4.1. TOTAL FEES AND CHARGES.

The City agrees to pay the Company a fixed price (the "Purchase Price") as full and complete consideration for the satisfactory performance of all the requirements of this Contract. This amount constitutes the maximum total fees and charges payable to the Company under this Contract including Expenses and will not be increased except by a written instrument duly executed by both parties, which expressly states that it amends this Section of the Contract.

4.2. NO EXPENSES CHARGEABLE.

The Company shall not be entitled to charge the City for any travel, mileage, meals, materials or other costs or expenses associated with this Contract.

4.3. EMPLOYMENT TAXES AND EMPLOYEE BENEFITS. The Company represents and warrants that the employees provided by the Company to perform the Services are actual employees of the Company, and that the Company shall be responsible for providing all salary and other applicable benefits to each Company employee. The Company further represents, warrants and covenants that it will pay all withholding tax, social security, Medicare, unemployment tax, worker's compensation and other payments and deductions that are required by law for each Company employee. The Company agrees that the Company employees are not employees of the City.

4.4. INVOICES. Each invoice sent by the Company shall detail all Services performed and delivered which are necessary to entitle the Company to the requested payment under the terms of this Contract. All invoices must include an invoice number and the City purchase order number for purchases made under this Contract. Purchase order numbers will be provided by the City. Invoices must be submitted with lines matching those on the City-provided purchase order.

The Company shall email all invoices to cocap@charlottenc.gov.

4.5. DUE DATE OF INVOICES. Payment of invoices shall be due within thirty (30) days after receipt of an accurate, undisputed properly submitted invoice by the City.

4.6. PRE-CONTRACT COSTS. The City shall not be charged for any Products/Services or other work performed by the Company prior to the Effective Date of this Contract.

4.7. AUDIT. During the term of this Contract and for a period of one (1) year after termination of

- this Contract, the City shall have the right to audit, either itself or through an independent auditor, all books and records and facilities of the Company necessary to evaluate Company's compliance with the terms and conditions of this Contract or the City's payment obligations. The City shall pay its own expenses, relating to such audits, but shall not have to pay any expenses or additional costs of the Company. However, if non-compliance is found that would have cost the City in excess of \$10,000 but for the audit, then the Company shall be required to reimburse the City for the cost of the audit.
5. **TIME IS OF THE ESSENCE.** Time is of the essence in having the Company provide Products and perform all Services and deliver all Deliverables within the time frames provided by this Contract and Exhibit B, including all completion dates, response times and resolution times (the "Completion Dates"). Except as specifically stated in this Contract, there shall be no extensions of the Completion Dates. All references to days in this Contract (including the Exhibits) shall refer to calendar days rather than business days, unless this Contract provides otherwise for a specific situation.
 6. **NON-APPROPRIATION OF FUNDS.** If the Charlotte City Council does not appropriate the funding needed by the City to make payments under this Contract for any given fiscal year, the City will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the City will promptly notify the Company of the non-appropriation and this Contract will be terminated at the end of the fiscal year for which the funds were appropriated. No act or omission by the City, which is attributable to non-appropriation of funds shall constitute a breach of or default under this Contract.
 7. **COMPANY PROJECT MANAGER.** The duties of the Company Project Manager include, but are not limited to:
 - 7.1. Coordination of Project schedules and the Company's resource assignment based upon the City's requirements and schedule constraints;
 - 7.2. Management of the overall Project by monitoring and reporting on the status of the Project and actual versus projected progress, and by consulting with the City's Project Manager when deviations occur and by documenting all such deviations in accordance with agreed upon change control procedures;
 - 7.3. Provision of consultation and advice to the City on matters related to Project implementation strategies, key decisions and approaches, and Project operational concerns/issues and acting as a conduit to the Company's specialist resources that may be needed to supplement the Company's normal implementation staff;
 - 7.4. Acting as the Company's point of contact for all aspects of contract administration, including invoicing for Products/Services, and status reporting;
 - 7.5. Facilitation of review meetings and conferences between the City and the Company's executives when scheduled or requested by the City;
 - 7.6. Communication among and between the City and the Company's staff;
 - 7.7. Promptly responding to the City Project Manager when consulted in writing or by E-mail with respect to Project deviations and necessary documentation;
 - 7.8. Identifying and providing the City with timely written notice of all issues that may threaten the Company's Products/Services in the manner contemplated by the Contract (with "timely" meaning immediately after the Company becomes aware of them);
 - 7.9. Ensuring that adequate quality assurance procedures are in place throughout the Contract; and
 - 7.10. Meeting with other service providers working on City projects that relate to this effort as necessary to resolve problems and coordinate the Products/Services.

- 8. CITY PROJECT MANAGER.** The duties of the City Project Manager are to (i) ensure that the Company delivers all requirements and specifications in the Contract; (ii) coordinate the City's resource assignment as required to fulfill the City's obligations pursuant to the Contract; (iii) promptly respond to the Company Project Manager when consulted in writing or by E-mail with respect to project issues; and (iv) act as the City's point of contact for all aspects of the Products/Services including contract administration and coordination of communication with the City's staff. The City shall be allowed to change staffing for the City Project Manager position on one (1) business day's notice to the Company.
- 9. DUTY OF COMPANY TO IDENTIFY AND REQUEST INFORMATION, PERSONNEL AND FACILITIES.** The Company shall identify and request in writing from the City in a timely manner: (i) all information reasonably required by the Company to perform each task comprising the Services, (ii) the City's personnel whose presence or assistance reasonably may be required by the Company to perform each task comprising the Services, and (iii) any other equipment, facility or resource reasonably required by the Company to perform the Services. Notwithstanding the foregoing, the Company shall not be entitled to request that the City provide information, personnel or facilities other than those that Exhibit B specifically requires the City to provide, unless the City can do so at no significant cost. The Company shall not be relieved of any failure to perform under this Contract by virtue of the City's failure to provide any information, personnel, equipment, facilities or resources: (i) that the Company failed to identify and request in writing from the City pursuant to this Section; or (ii) that the City is not required to provide pursuant to this Contract. In the event the City fails to provide any information, personnel, facility or resource that it is required to provide under this Section, the Company shall notify the City in writing immediately in accordance with the notice provision of this Contract. Failure to do so shall constitute a waiver by Company of any claim or defense it may otherwise have based on the City's failure to provide such information, personnel, facility or resource.

10. COMPANY PERSONNEL REMOVAL, REPLACEMENT, PROMOTION, ETC.

10.1. The City will have the right to require the removal and replacement of any personnel of the Company or the Company's subcontractors who are assigned to provide Products/Services to the City based on experience, qualifications, performance, conduct, compatibility, and violation of City policy or any other reasonable grounds. The addition or promotion of any personnel to key positions within the Project must be approved by the City in writing. The Company will replace any personnel that leave the Project, with persons having at least equivalent qualifications who are approved by the City in writing. As used in this Contract, the "personnel" includes all staff provided by the Company or its subcontractors.

- 11. BACKGROUND CHECKS.** Prior to starting work under this Contract, the Company is required to conduct a background check on each Company employee assigned to work under this Contract, and shall require its subcontractors (if any) to perform a background check on each of their employees assigned to work under this Contract (collectively, the "Background Checks"). Each Background Check must include: (i) the person's criminal conviction record from the states and counties where the person lives or has lived in the past seven (7) years; and (ii) a reference check.

After starting work under this Contract, the Company is required to perform a Background Check for each new Company employee assigned to work under this Contract during that year, and shall require its subcontractors (if any) to do the same for each of their employees. If the Company undertakes a new project under this Contract, then prior to commencing performance of the project the Company shall perform a Background Check for each Company employee assigned to work on the project, and shall require its subcontractors (if any) to do the same for each of their employees.

If a person's duties under this Contract fall within the categories described below, the Background Checks that the Company will be required to perform (and to have its subcontractors perform) shall also include the following additional investigation:

- If the job duties require driving: A motor vehicle records check.

- If the job duties include responsibility for initiating or affecting financial transactions: A credit history check.
- If job duties include entering a private household or interaction with children: A sexual offender registry check.

The Company must follow all State and Federal laws when conducting Background Checks, including but not limited to the Fair Credit Reporting Act requirements, and shall require its subcontractors to do the same.

The Company shall notify the City of any information discovered in the Background Checks that may be of potential concern for any reason.

The City may conduct its own background checks on principals of the Company as the City deems appropriate. By operation of the public records law, background checks conducted by the City are subject to public review upon request.

- 12. ACCEPTANCE OF TASKS AND DELIVERABLES.** Within a reasonable time after a particular Deliverable has been completed (or such specific time as may be set forth in Exhibit B), the Company shall submit a written notice to the City's Project Manager stating the Deliverable(s) that have been met. This notice shall include a signature page for sign-off by the City Project Manager indicating acceptance of such Deliverable(s).

If the City Project Manager is not satisfied that the Deliverable(s) has been met, a notice of rejection (a "Rejection Notice") shall be submitted to the Company by the City Project Manager that specifies the nature and scope of the deficiencies that the City wants corrected. Upon receipt of a Rejection Notice, the Company shall: (i) act diligently and promptly to correct all deficiencies identified in the Rejection Notice, and (ii) immediately upon completing such corrections give the City a written, dated certification that all deficiencies have been corrected (the "Certification"). In the event the Company fails to correct all deficiencies identified in the Rejection Notice and provide a Certification within thirty (30) days after receipt of the Rejection Notice, the City shall be entitled to terminate this Contract for default without further obligation to the Company and without obligation to pay for the defective work.

Upon receipt of the corrected Deliverable(s), or a Certification, whichever is later, the above-described Acceptance procedure shall recommence. The City shall not be obligated to allow the Company to recommence curative action with respect to any deficiency previously identified in a Rejection Notice, or more than once for any given Deliverable (and shall be entitled to terminate this Contract for default if the Company does not meet this time frame).

- 13. NON-EXCLUSIVITY.** The Company acknowledges that it is one of several providers of Furniture, Installation, and Related Products and Services to the City and the City does not represent that it is obligated to contract with the Company for any particular project.

- 14. EACH PARTY TO BEAR ITS OWN NEGOTIATION COSTS.** Each party shall bear its own cost of negotiating this Contract and developing the exhibits. The City shall not be charged for any Products/Services or other work performed by the Company prior to the Effective Date.

15. REPRESENTATIONS AND WARRANTIES OF COMPANY.

15.1. GENERAL WARRANTIES.

15.1.1. The Products/Services shall satisfy all requirements set forth in this Contract, including but not limited to the attached Exhibits;

15.1.2. The Company has taken and will continue to take sufficient precautions to ensure that it will not be prevented from performing all or part of its obligations under this Contract by virtue of interruptions in the computer systems used by the Company;

15.1.3. All Products provided and Services performed by the Company and/or its

subcontractors pursuant to this Contract shall meet the highest industry standards and Services shall be performed in a professional and workmanlike manner by staff with the necessary skills, experience and knowledge;

- 15.1.4. Neither the Products/Services nor any Deliverables provided by the Company under this Contract will infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party;
 - 15.1.5. The Company and each Company employee provided by the Company to the City shall have the qualifications, skills and experience necessary to provide Products and perform the Services described or referenced in Exhibit B;
 - 15.1.6. All information provided by the Company about each Company employee is accurate; and
 - 15.1.7. Each Company employee is an employee of the Company, and the Company shall make all payments and withholdings required for by law for the Company for such employees.
- 15.2. **ADDITIONAL WARRANTIES.** The Company further represents and warrants that:
- 15.2.1. It is a legal entity and if incorporated, duly incorporated, validly existing and in good standing under the laws of the state of its incorporation or licensing and is qualified to do business in North Carolina;
 - 15.2.2. It has all the requisite corporate power and authority to execute, deliver and perform its obligations under this Contract;
 - 15.2.3. The execution, delivery, and performance of this Contract have been duly authorized by the Company;
 - 15.2.4. No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for it to enter into and perform its obligations under this Contract;
 - 15.2.5. In connection with its obligations under this Contract, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses; and
 - 15.2.6. The performance of this Contract by the Company and each Company employee provided by the Company will not violate any contracts or agreements with third parties or any third party rights (including but not limited to non-compete agreements, non-disclosure agreements, patents, trademarks or intellectual property rights).

16. OTHER OBLIGATIONS OF THE COMPANY.

- 16.1. **WORK ON CITY'S PREMISES.** The Company and all its employees will, whenever on the City's premises, obey all instructions and City policies that are provided with respect to providing Products and performing Services on the City's premises.
- 16.2. **RESPECTFUL AND COURTEOUS BEHAVIOR.** The Company shall assure that its employees interact with City employees and the public in a courteous, helpful and impartial manner. All employees of the Company in both field and office shall refrain from belligerent behavior and/or profanity. Correction of any such behavior and language shall be the responsibility of the Company.
- 16.3. **REPAIR OR REPLACEMENT OF DAMAGED EQUIPMENT OR FACILITIES.** In the event that the Company causes damage to the City's equipment or facilities, the Company shall, at its own expense, promptly repair or replace such damaged items to restore them to the same level of functionality that they possessed prior to the Company's action.

- 16.4. REGENERATION OF LOST OR DAMAGED DATA. With respect to any data that the Company or any Company employees have negligently lost or negligently damaged, the Company shall, at its own expense, promptly replace or regenerate such data from the City's machine-readable supporting material, or obtain, at the Company's own expense, a new machine-readable copy of lost or damaged data from the City's data sources.
- 16.5. NC E-VERIFY REQUIREMENT. The Company shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and shall require each of its subcontractors to do so as well.
- 16.6. NC PROHIBITION ON CONTRACTS WITH COMPANIES THAT INVEST IN IRAN OR BOYCOTT ISRAEL. Company certifies that: (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 147-86.58 (collectively, the "Treasurer's IDA List"); (ii) it has not been designated by the NC State Treasurer pursuant to N.C.G.S. 147-86.81 as a company engaged in the boycott of Israel (such designation being referred to as the "Treasurer's IB List"); and (iii) it will not take any action causing it to appear on the Treasurer's IDA List or the Treasurer's IB List during the term of this Contract. In signing this Contract Company further agrees, as an independent obligation, separate and apart from this Contract, to reimburse the City for any and all damages, costs and attorneys' fees incurred by the City in connection with any claim that this Contract or any part thereof is void due to Company appearing on the Treasurer's IDA List or the Treasurer's IB List at any time before or during the term of this Contract.

17. REMEDIES.

- 17.1. RIGHT TO COVER. If the Company fails to meet any completion date or resolution time set forth in this Contract (including the Exhibits) or the Project Plan, the City may take any of the following actions with or without terminating this Contract, and in addition to and without limiting any other remedies it may have:
 - a. Employ such means as it may deem advisable and appropriate to perform itself or obtain the Products/Services from a third party until the matter is resolved and the Company is again able to resume performance under this Contract; and
 - b. Deduct any and all expenses incurred by the City in obtaining or performing the Products/Services from any money then due or to become due the Company and, should the City's cost of obtaining or performing the products/services exceed the amount due the Company, collect the amount due from the Company.
- 17.2. RIGHT TO WITHHOLD PAYMENT. If the Company breaches any provision of this Contract, the City shall have a right to withhold all payments due to the Company until such breach has been fully cured.
- 17.3. SPECIFIC PERFORMANCE AND INJUNCTIVE RELIEF. The Company agrees that monetary damages are not an adequate remedy for the Company's failure to provide the Products/Services or Deliverables as required by this Contract, nor could monetary damages be the equivalent of the performance of such obligation. Accordingly, the Company hereby consents to an order granting specific performance of such obligations of the Company in a court of competent jurisdiction within the State of North Carolina. The Company further consents to the City obtaining injunctive relief (including a temporary restraining order) to assure performance in the event the Company breaches this Contract.
- 17.4. SETOFF. Each party shall be entitled to setoff and deduct from any amounts owed to the other party pursuant to this Contract all damages and expenses incurred or reasonably anticipated as a result of the other party's breach of this Contract.
- 17.5. OTHER REMEDIES. Upon breach of this Contract, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and

not exclusive and may be exercised successively or concurrently, in addition to any other available remedy.

18. TERM AND TERMINATION OF CONTRACT.

- 18.1. TERM. This Contract shall commence on the Effective Date and shall continue in effect for five (5) years with the City having the unilateral right to renew for two (2) consecutive one (1) year terms.
- 18.2. TERMINATION FOR CONVENIENCE. The City may terminate this Contract at any time without cause by giving thirty (30) days prior written notice to the Company. As soon as practicable after receipt of a written notice of termination without cause, the Company shall submit a statement to the City showing in detail the Products provided and Services performed under this Contract through the date of termination. The foregoing payment obligation is contingent upon: (i) the Company having fully complied with Section 18.8; and (ii) the Company having provided the City with written documentation reasonably adequate to verify the Products received and the number hours of Services rendered through the termination date and the percentage of completion of each task.
- 18.3. TERMINATION FOR DEFAULT BY EITHER PARTY. By giving written notice to the other party, either party may terminate this Contract upon the occurrence of one or more of the following events:
- a. The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in this Contract, provided that, unless otherwise stated in this Contract, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party; or
 - b. The other party attempts to assign, terminate or cancel this Contract contrary to the terms hereof; or
 - c. The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under the Contract shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.

Any notice of default shall identify this Section of this Contract and shall state the party's intent to terminate this Contract if the default is not cured within the specified period.

Notwithstanding anything contained herein to the contrary, upon termination of this Contract by the Company for default, the Company shall continue to provide the Products and perform the Services required by this Contract for the lesser of: (i) six (6) months after the date the City receives the Company's written termination notice; or (ii) the date on which the City completes its transition to a new service provider.

- 18.4. ADDITIONAL GROUNDS FOR DEFAULT TERMINATION BY THE CITY. By giving written notice to the Company, the City may also terminate this Contract upon the occurrence of one or more of the following events (which shall each constitute separate grounds for termination with five (5) working days cure period and without the occurrence of any of the other events of default previously listed):
- a. Failure of the Company to complete a particular task by the completion date set forth in this Contract;

- b. The Company makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Contract, the Company's Proposal, or any covenant, agreement, obligation, term or condition contained in this Contract; or
 - c. The Company takes or fails to take any action which constitutes grounds for immediate termination under the terms of this Contract, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by this Contract, or failure to provide the proof of insurance as required by this Contract.
- 18.5. **NO SUSPENSION.** In the event that the City disputes in good faith an allegation of default by the Company, notwithstanding anything to the contrary in this Contract, the Company agrees that it will not terminate this Contract or suspend or limit the Services or any warranties or repossess, disable or render unusable any software supplied by the Company, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.
- 18.6. **CANCELLATION OF ORDERS AND SUBCONTRACTS.** In the event this Contract is terminated by the City for any reason prior to the end of the term, the Company shall, upon termination, immediately discontinue all service in connection with this Contract and promptly cancel all existing orders and subcontracts, which are chargeable to this Contract. As soon as practicable after receipt of notice of termination, the Company shall submit a statement to the City showing in detail the Services performed under this Contract to the date of termination.
- 18.7. **AUTHORITY TO TERMINATE.** The following persons are authorized to terminate this Contract on behalf of the City: (i) the City Manager, any Assistant City Manager, or any designee of the City Manager; or (ii) the Department Director of the City Department responsible for administering this Contract.
- 18.8. **OBLIGATIONS UPON EXPIRATION OR TERMINATION.** Upon expiration or termination of this Contract, the Company shall promptly return to the City (i) all computer programs, files, documentation, media, related material and any other material and equipment that are owned by the City; (ii) all Deliverables that have been completed or that are in process as of the date of termination; and (iii) a written statement describing in detail all work performed with respect to Deliverables which are in process as of the date of termination. The expiration or termination of this Contract shall not relieve either party of its obligations regarding "Confidential Information," as defined in this Contract.
- 18.9. **NO EFFECT ON TAXES, FEES, CHARGES OR REPORTS.** Any termination of this Contract shall not relieve the Company of the obligation to pay any fees, taxes or other charges then due to the City, nor relieve the Company of the obligation to file any daily, monthly, quarterly or annual reports covering the period to termination nor relieve the Company from any claim for damages previously accrued or then accruing against the Company.
- 18.10. **OTHER REMEDIES.** The remedies set forth in this Section and Section 19 shall be deemed cumulative and not exclusive, and may be exercised successively or concurrently, in addition to any other remedies available under this Contract or at law or in equity.
- 19. TRANSITION PRODUCTS/SERVICES UPON TERMINATION.** Upon termination or expiration of this Contract, the Company shall cooperate with the City to assist with the orderly transfer of the Products/Services provided by the Company to the City. Prior to termination or expiration of this Contract, the City may require the Company to perform and, if so required, the Company shall perform certain transition services necessary to shift the Products/Services of the Company to another provider or to the City itself as described below (the "Transition Services"). Transition Services may include but shall not be limited to the following:

- Working with the City to jointly develop a mutually agreed upon Transition Services Plan to facilitate the termination of the Products/Services;
- Notifying all affected service providers and subcontractors of the Company;
- Performing the Transition Services;
- Answering questions regarding the Products/Services on an as-needed basis; and
- Providing such other reasonable services needed to effectuate an orderly transition to a new service provider.

20. CHANGES. In the event changes to the Products/Services (collectively “Changes”), become necessary or desirable to the parties, the parties shall follow the procedures set forth in this Section. A Change shall be effective only when documented by a written, dated agreement executed by both parties that expressly references and is attached to this Contract (a “Change Statement”). The Change Statement shall set forth in detail: (i) the Change requested, including all modifications of the duties of the parties; (ii) the reason for the proposed Change; and (iii) a detailed analysis of the impact of the Change on the results of the Products/Services and time for delivery and completion of the Products/Services, including the impact on all Milestones and delivery dates and any associated price.

In the event either party desires a Change, the Project Manager for such party shall submit to the other party’s Project Manager a proposed Change Statement. If the receiving party does not accept the Change Statement in writing within ten (10) days, the receiving party shall be deemed to have rejected the Change Statement. If the parties cannot reach agreement on a proposed Change, the Company shall nevertheless continue to render performance under this Contract in accordance with its (unchanged) terms and conditions.

Changes that involve or increase in the amounts payable by the City may require execution by the City Manager or a designee depending on the amount. Some increases may also require approval by Charlotte City Council.

21. CITY OWNERSHIP OF WORK PRODUCT.

- 21.1. The parties agree that the City shall have exclusive ownership of all reports, documents, designs, ideas, materials, reports, concepts, plans, creative works, and other work product developed for or provided to the City in connection with this Contract, and all patent rights, copyrights, trade secret rights and other intellectual property rights relating thereto (collectively the “Intellectual Property”). The Company hereby assigns and transfers all rights in the Intellectual Property to the City. The Company further agrees to execute and deliver such assignments and other documents as the City may later require to perfect, maintain and enforce the City’s rights as sole owner of the Intellectual Property, including all rights under patent and copyright law. The Company hereby appoints the City as attorney in fact to execute all such assignments and instruments and agree that its appointment of the City as an attorney in fact is coupled with an interest and is irrevocable.
- 21.2. The City grants the Company a royalty-free, non-exclusive license to use and copy the Intellectual Property to the extent necessary to perform this Contract. The Company shall not be entitled to use the Intellectual Property for other purposes without the City’s prior written consent, and shall treat the Intellectual Property as “Confidential Information” pursuant to Section 25 of the Contract.
- 21.3. The Company will treat as Confidential Information under the Confidentiality and Non-Disclosure Contract all data in connection with the Contract. City data processed by the Company shall remain the exclusive property of the City. The Company will not reproduce, copy, duplicate, disclose, or in any way treat the data supplied by the City in any manner except that contemplated by the Contract.

22. RELATIONSHIP OF THE PARTIES. The relationship of the parties established by this Contract is solely that of independent contractors, and nothing contained in this Contract shall be construed to (i) give any party the power to direct or control the day-to-day administrative activities of the other; or (ii) constitute such parties as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking; or (iii) make either party an agent of the other, or any Company employee an agent or employee of the City, for any purpose whatsoever. Neither party nor its agents or employees is the representative of the other for any purpose, and neither has power or authority to act as agent or employee to represent, to act for, bind, or otherwise create or assume any obligation on behalf of the other.

23. INDEMNIFICATION. To the fullest extent permitted by law, the Company shall indemnify, defend and hold harmless each of the “Indemnitees” (as defined below) from and against any and all “Charges” (as defined below) paid or incurred as a result of any claims, demands, lawsuits, actions, or proceedings: (i) alleging violation, misappropriation or infringement of any copyright, trademark, patent, trade secret or other proprietary rights with respect to the Services or any products or deliverables provided to the City pursuant to this Contract (“Infringement Claims”); (ii) seeking payment for labor or materials purchased or supplied by the Company or its subcontractors in connection with this Contract; (iii) arising from the Company’s failure to perform its obligations under this Contract, or from any act of negligence or willful misconduct by the Company or any of its agents, employees or subcontractors relating to this Contract, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible; or (iv) arising from any claim that the Company or an employee or subcontractor of the Company is an employee of the City, including but not limited to claims relating to worker’s compensation, failure to withhold taxes and the like. For purposes of this Section: (i) the term “Indemnitees” means the City, any federal agency that funds all or part of this Contract, and each of the City’s and such federal agency’s officers, officials, employees, agents and independent contractors (excluding the Company); and (ii) the term “Charges” means any and all losses, damages, costs, expenses (including reasonable attorneys’ fees), obligations, duties, fines, penalties, royalties, interest charges and other liabilities (including settlement amounts).

If an Infringement Claim occurs, the Company shall either: (i) procure for the City the right to continue using the affected product or service; or (ii) repair or replace the infringing product or service so that it becomes non-infringing, provided that the performance of the overall product(s) and service(s) provided to the City shall not be adversely affected by such replacement or modification. If the Company is unable to comply with the preceding sentence within thirty (30) days after the City is directed to cease use of a product or service, the Company shall promptly refund to the City all amounts paid under this Contract.

This Section 23 shall remain in force despite termination of this Contract (whether by expiration of the term or otherwise).

24. SUBCONTRACTING. Should the Company choose to subcontract, the Company shall be the prime contractor and shall remain fully responsible for performance of all obligations that it is required to perform under the Contract. Any subcontract entered into by Company shall name the City as a third party beneficiary.

25. CONFIDENTIAL INFORMATION.

25.1. CONFIDENTIAL INFORMATION. Confidential Information includes any information, not generally known in the relevant trade or industry, obtained from the City or its vendors or licensors or which falls within any of the following general categories:

25.1.1. *Trade secrets.* For purposes of this Contract, trade secrets consist of *information* of the City or any of its suppliers, contractors or licensors: (a) that derives value from being secret; and (b) that the owner has taken reasonable steps to keep confidential. Examples of trade secrets include information relating to proprietary software, new technology,

new products or services, flow charts or diagrams that show how things work, manuals that tell how things work and business processes and procedures.

- 25.1.2. *Information of the City or its suppliers, contractors or licensors marked “Confidential” or “Proprietary.”*
- 25.1.3. *Information relating to criminal investigations conducted by the City, and records of criminal intelligence information compiled by the City.*
- 25.1.4. *Information contained in the City’s personnel files, as defined by N.C. Gen. Stat. 160A-168. This consists of all information gathered and/or maintained by the City about employees, except for that information which is a matter of public record under North Carolina law.*
- 25.1.5. *Citizen or employee social security numbers collected by the City.*
- 25.1.6. *Computer security information of the City, including all security features of electronic data processing, or information technology systems, telecommunications networks and electronic security systems. This encompasses but is not limited to passwords and security standards, procedures, processes, configurations, software and codes.*
- 25.1.7. *Local tax records of the City that contains information about a taxpayer’s income or receipts.*
- 25.1.8. *Any attorney / City privileged information disclosed by either party.*
- 25.1.9. *Any data collected from a person applying for financial or other types of assistance, including but not limited to their income, bank accounts, savings accounts, etc.*
- 25.1.10. *The name or address of individual homeowners who, based on their income, have received a rehabilitation grant to repair their home.*
- 25.1.11. *Building plans of city-owned buildings or structures, as well as any detailed security plans.*
- 25.1.12. *Billing information of customers compiled and maintained in connection with the City providing utility services.*
- 25.1.13. *Other information that is exempt from disclosure under the North Carolina public records laws.*

Categories stated in Sections 25.1.3 through 25.1.13 above constitute “Highly Restricted Information,” as well as Confidential Information. The Company acknowledges that certain Highly Restricted Information is subject to legal restrictions beyond those imposed by this Contract, and agrees that: (i) all provisions in this Contract applicable to Confidential Information shall apply to Highly Restricted Information; and (ii) the Company will also comply with any more restrictive instructions or written policies that may be provided by the City from time to time to protect the confidentiality of Highly Restricted Information.

The parties acknowledge that in addition to information disclosed or revealed after the date of this Contract, the Confidential Information shall include information disclosed or revealed within one (1) year prior to the date of this Contract.

25.2. RESTRICTIONS. The Company shall keep the Confidential Information in the strictest confidence, in the manner set forth below:

- 25.2.1. It shall not copy, modify, enhance, compile or assemble (or reverse compile or disassemble), or reverse engineer Confidential Information.
- 25.2.2. It shall not, directly or indirectly, disclose, divulge, reveal, report or transfer Confidential Information of the other to any third party or to any individual employed

by the Company, other than an employee, agent, subcontractor or vendor of the City or Company who: (i) has a need to know such Confidential Information, and (ii) has executed a confidentiality agreement incorporating substantially the form of this Section of the Contract and containing all protections set forth herein.

- 25.2.3. It shall not use any Confidential Information of the City for its own benefit or for the benefit of a third party, except to the extent such use is authorized by this Contract or other written agreements between the parties hereto, or is for the purpose for which such Confidential Information is being disclosed.
- 25.2.4. It shall not remove any proprietary legends or notices, including copyright notices, appearing on or in the Confidential Information of the other.
- 25.2.5. The Company shall use its best efforts to enforce the proprietary rights of the City and the City's vendors, licensors and suppliers (including but not limited to seeking injunctive relief where reasonably necessary) against any person who has possession of or discloses Confidential Information in a manner not permitted by this Contract.
- 25.2.6. In the event that any demand is made in litigation, arbitration or any other proceeding for disclosure of Confidential Information, the Company shall assert this Contract as a ground for refusing the demand and, if necessary, shall seek a protective order or other appropriate relief to prevent or restrict and protect any disclosure of Confidential Information.
- 25.2.7. All materials which constitute, reveal or derive from Confidential Information shall be kept confidential to the extent disclosure of such materials would reveal Confidential Information, and unless otherwise agreed, all such materials shall be returned to the City or destroyed upon satisfaction of the purpose of the disclosure of such information.
- 25.3. EXCEPTIONS. The parties agree that the Company shall have no obligation with respect to any Confidential Information which the Company can establish:
 - 25.3.1. Was already known to the Company prior to being disclosed by the disclosing party;
 - 25.3.2. Was or becomes publicly known through no wrongful act of the Company;
 - 25.3.3. Was rightfully obtained by the Company from a third party without similar restriction and without breach hereof;
 - 25.3.4. Was used or disclosed by the Company with the prior written authorization of the City;
 - 25.3.5. Was disclosed pursuant to the requirement or request of a governmental agency, which disclosure cannot be made in confidence, provided that, in such instance, the Company shall first give to the City notice of such requirement or request;
 - 25.3.6. Was disclosed pursuant to the order of a court of competent jurisdiction or a lawfully issued subpoena, provided that the Company shall take use its best efforts to obtain an agreement or protective order providing that, to the greatest possible extent possible, this Contract will be applicable to all disclosures under the court order or subpoena.
- 25.4. UNINTENTIONAL DISCLOSURE. Notwithstanding anything contained herein in to the contrary, in the event that the Company is unintentionally exposed to any Confidential Information of the City, the Company agrees that it shall not, directly or indirectly, disclose, divulge, reveal, report or transfer such Confidential Information to any person or entity or use such Confidential Information for any purpose whatsoever.
- 25.5. REMEDIES. The Company acknowledges that the unauthorized disclosure of the Confidential Information of the City will diminish the value of the proprietary interests therein. Accordingly,

it is agreed that if the Company breaches its obligations hereunder, the City shall be entitled to equitable relief to protect its interests, including but not limited to injunctive relief, as well as monetary damages.

26. INSURANCE.

26.1. **TYPES OF INSURANCE.** The Company shall obtain and maintain during the life of this Contract, with an insurance company rated not less than "A" by A.M. Best, authorized to do business in the State of North Carolina, acceptable to the Charlotte-Mecklenburg, Risk Management Division the following insurance:

26.1.1. Automobile Liability - Bodily injury and property damage liability covering all owned, non-owned and hired automobiles for limits of not less than \$1,000,000 bodily injury each person, each accident and \$1,000,000 property damage, or \$1,000,000 combined single limit - bodily injury and property damage.

26.1.2. Commercial General Liability - Bodily injury and property damage liability as shall protect the Company and any subcontractor performing Services under this Contract, from claims of bodily injury or property damage which arise from performance of this Contract, whether such operations are performed by the Company, any subcontractor, or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate, or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products, operations, personal and advertising injury, and contractual liability, assumed under the indemnity provision of this Contract.

26.1.3. Workers' Compensation and Employers Liability - meeting the statutory requirements of the State of North Carolina, \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit.

The Company shall not provide any Products or commence any Services in connection with this Contract until it has obtained all of the foregoing types of insurance and such insurance has been approved by the City. The Company shall not allow any subcontractor to provide any Products or commence Services on its subcontract until all similar insurance required of the subcontractor has been obtained and approved.

26.2. **OTHER INSURANCE REQUIREMENTS.**

26.2.1. The City shall be exempt from, and in no way liable for any sums of money, which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Company and/or subcontractor providing such insurance.

26.2.2. The City of Charlotte shall be named as an additional insured for operations or services rendered under the general liability coverage. The Company's insurance shall be primary of any self-funding and/or insurance otherwise carried by the City for all loss or damages arising from the Company's operations under this agreement.

26.2.3. Certificates of such insurance will be furnished to the City and shall contain the provision that the City be given thirty (30) days' written notice of any intent to amend coverage reductions or material changes or terminate by either the insured or the insuring Company.

26.2.4. Should any or all of the required insurance coverage be self-funded/self-insured, a copy of the Certificate of Self-Insurance or other documentation from the North Carolina Department of Insurance shall be furnished to the City.

26.2.5. If any part of the Products/Services under this Contract is sublet, the subcontractor shall be required to meet all insurance requirements as listed above. However, this will in no way relieve the Company from meeting all insurance requirements or otherwise being responsible for the subcontractor.

27. COMMERCIAL NON-DISCRIMINATION. As a condition of entering into this Contract, the Company represents and warrants that it will fully comply with the City's Commercial Non-Discrimination Policy, as described in Section 2, Article V of the Charlotte City Code, and consents to be bound by the award of any arbitration conducted thereunder. As part of such compliance, the Company shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, age or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors or suppliers in connection with a City contract or contract solicitation process, nor shall the Company retaliate against any person or entity for reporting instances of such discrimination. The Company shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its subcontracting and supply opportunities on City contracts, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. The Company understands and agrees that a violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of the Company from participating in City contracts or other sanctions.

As a condition of entering into this Contract, the Company agrees to: (i) promptly provide to the City in a format specified by the City all information and documentation that may be requested by the City from time to time regarding the solicitation, selection, treatment and payment of subcontractors in connection with this Contract; and (ii) if requested, provide to the City within sixty days after the request a truthful and complete list of the names of all subcontractors, vendors, and suppliers that the Company has used on City contracts in the past five years, including the total dollar amount paid by the Company on each subcontract or supply contract. The Company further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Non-Discrimination Policy, to provide any documents relevant to such investigation that are requested by the City, and to be bound by the award of any arbitration conducted under such Policy.

The Company agrees to provide to the City from time to time on the City's request, payment affidavits detailing the amounts paid by the Company to subcontractors and suppliers in connection with this Contract within a certain period of time. Such affidavits shall be in the format specified by the City from time to time.

The Company understands and agrees that violation of this Commercial Non-Discrimination provision shall be considered a material breach of this Contract and may result in contract termination, disqualification of the Company from participating in City contracts and other sanctions.

28. NOTICES. Any notice, consent or other communication required or contemplated by this Contract shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient at the address set forth below. Notice shall be effective upon the date of receipt by the intended recipient; provided that any notice which is sent by telefax or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment, or waiver of any provision of this Contract shall be sent to:

For the Company:	For the City:
Jeffrey M. Kraus	Kay Elmore
Teknion LLC	City of Charlotte
Vice President Business Operations	City Procurement
350 Fellowship Road, Suite 100	600 East Fourth Street, 9 th Floor
Mount Laurel, NJ 08054	Charlotte, NC 28202
Phone: 856-552-5503	Phone: 704-336-2524
Fax: 856-552-5830	Fax: 704-632-8252
E-mail: jeff.kraus@teknion.com	E-mail: kelmore@charlottenc.gov

With Copy To:	With Copy To:
	Adam Jones
	City of Charlotte
	City Attorney's Office
	600 East Fourth Street, 15 th Floor
	Charlotte, NC 28202
Phone:	Phone: 704-336-3012
E-mail:	E-mail: amjones@charlottenc.gov

All other notices shall be sent to the other party's Project Manager at the most recent address provided in writing by the other party.

29. MISCELLANEOUS.

- 29.1. ENTIRE AGREEMENT. This Contract is the entire agreement between the parties with respect to its subject matter, and there are no other representations, understandings, or agreements between the parties with respect to such subject matter. This Contract supersedes all prior agreements, negotiations, representations and proposals, written or oral.
- 29.2. AMENDMENT. No amendment or change to this Contract shall be valid unless in writing and signed by both parties to this Contract.
- 29.3. GOVERNING LAW AND JURISDICTION. The parties acknowledge that this Contract is made and entered into in Charlotte, North Carolina, and will be performed in Charlotte, North Carolina. The parties further acknowledge and agree that North Carolina law shall govern all the rights, obligations, duties and liabilities of the parties under this Contract, and that North Carolina law shall govern interpretation and enforcement of this Contract and any other matters relating to this Contract (all without regard to North Carolina conflicts of law principles). The parties further agree that any and all legal actions or proceedings relating to this Contract shall be brought in a state or federal court sitting in Mecklenburg County, North Carolina. By the execution of this Contract, the parties submit to the jurisdiction of said courts and hereby irrevocably waive any and all objections, which they may have with respect to venue in any court sitting in Mecklenburg County, North Carolina.
- 29.4. BINDING NATURE AND ASSIGNMENT. This Contract shall bind the parties and their successors and permitted assigns. Neither party may assign any of the rights and obligations thereunder without the prior written consent of the other. Any assignment attempted without the written consent of the other party shall be void.
- 29.5. CITY NOT LIABLE FOR DELAYS. It is agreed that the City shall not be liable to the Company, its agents or representatives or any subcontractor for or on account of any stoppages or delay in the performance of any obligations of the City or any other party hereunder caused by injunction or other legal or equitable proceedings or on account of any other delay for any cause beyond the City's reasonable control. The City shall not be liable under any circumstances for lost profits or any other consequential, special or indirect damages.

29.6. FORCE MAJEURE.

- 29.6.1. The Company shall be not liable for any failure or delay in the performance of its obligations pursuant to this Contract (and such failure or delay shall not be deemed a default of this Contract or grounds for termination hereunder if all of the following conditions are satisfied: (i) if such failure or delay: (a) could not have been prevented by reasonable precaution, and (b) cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work-around plans, or other means; and (ii) if and to the extent such failure or delay is caused, directly or indirectly, by fire, flood, earthquake, hurricane, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, or court order.
- 29.6.2. Upon the occurrence of an event which satisfies all of the conditions set forth above (a "Force Majeure Event") the Company shall be excused from any further performance of those of its obligations pursuant to this Contract affected by the Force Majeure Event for as long as (i) such Force Majeure Event continues; and (ii) the Company continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.
- 29.6.3. Upon the occurrence of a Force Majeure Event, the Company shall immediately notify the City by telephone (to be confirmed by written notice within two (2) days of the inception of the failure or delay) of the occurrence of a Force Majeure Event and shall describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event prevents the Company from performing its obligations for more than five (5) days, the City may terminate this Contract.
- 29.6.4. Strikes, slow-downs, walkouts, lockouts, and individual disputes are not excused under this provision.
- 29.7. SEVERABILITY. The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Contract shall not affect the validity of the remaining portion of the Contract so long as the material purposes of the Contract can be determined and effectuated. If any provision of this Contract is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Contract shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.
- 29.8. NO PUBLICITY. No advertising, sales promotion or other materials of the Company or its agents or representations may identify or reference this Contract or the City in any manner absent the written consent of the City.
- 29.9. APPROVALS. All approvals or consents required under this Contract must be in writing.
- 29.10. WAIVER. No delay or omission by either party to exercise any right or power it has under this Contract shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach of this Contract shall not be constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of this Contract shall be effective unless in writing and signed by the party waiving the rights.
- 29.11. SURVIVAL OF PROVISIONS. The following sections of this Contract shall survive the termination hereof:
- Section 4.3 "Employment Taxes and Employee Benefits"
 - Section 15 "Representations and Warranties of Company"
 - Section 18 "Term and Termination of Contract"
 - Section 21 "City Ownership of Work Product"
 - Section 23 "Indemnification"
 - Section 25 "Confidential Information"

Section 26 "Insurance"
Section 28 "Notices and Principal Contacts"
Section 29 "Miscellaneous"

- 29.12. CHANGE IN CONTROL. In the event of a change in "Control" of the Company (as defined below), the City shall have the option of terminating this Contract by written notice to the Company. The Company shall notify the City within ten (10) days of the occurrence of a change in control. As used in this Contract, the term "Control" shall mean the possession, direct or indirect, of either (i) the ownership of or ability to direct the voting of, as the case may be fifty-one percent (51%) or more of the equity interests, value or voting power in the Company or (ii) the power to direct or cause the direction of the management and policies of the Company whether through the ownership of voting securities, by contract or otherwise.
- 29.13. DRAFTER'S PROTECTION. Each of the Parties has agreed to the use of the particular language of the provisions of this Contract and any questions of doubtful interpretation shall not be resolved by any rule or interpretation against the drafters, but rather in accordance with the fair meaning thereof, having due regard to the benefits and rights intended to be conferred upon the Parties hereto and the limitations and restrictions upon such rights and benefits intended to be provided.
- 29.14. FAMILIARITY AND COMPLIANCE WITH LAWS AND ORDINANCES. The Company agrees to make itself aware of and comply with all local, state and federal ordinances, statutes, laws, rules and regulations applicable to the Services. The Company further agrees that it will at all times during the term of this Contract be in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but shall not be limited to, workers' compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA) and all OSHA regulations applicable to the Services.
- 29.15. CONFLICT OF INTEREST. The Company covenants that its officers, employees and shareholders have no interest and shall not acquire any interest, direct or indirect that would conflict in any manner or degree with the performance of Services required to be performed under the Contract.
- 29.16. NO BRIBERY. The Company certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the foregoing has bribed or attempted to bribe an officer or employee of the City in connection with the Contract.
- 29.17. HARASSMENT. The Company agrees to make itself aware of and comply with the City's Harassment Policy. The City will not tolerate or condone acts of harassment based upon race, sex, religion, national origin, color, age, or disability. Violators of this policy will be subject to termination.
- 29.18. TRAVEL UPGRADES. The City has no obligation to reimburse the Company for any travel or other expenses incurred in connection with this Contract.
- 29.19. TAXES. Except as specifically stated elsewhere in this Contract, the Company shall collect all applicable federal, state and local taxes which may be chargeable against the performance of the Services, and remit such taxes to the relevant taxing authority. The Company consents to and authorizes the City to collect any and all delinquent taxes and related interest, fines, or penalties of the Company by reducing any payment, whether monthly, quarterly, semi-annually, annually, or otherwise, made by the City to the Company pursuant to this Contract for an amount equal to any and all taxes and related interest, fines, or penalties owed by the Company to the City. The Company hereby waives any requirements for notice under North Carolina law for each and every instance that the City collects delinquent taxes pursuant to this paragraph. This paragraph shall not be construed to prevent the Company from filing an appeal

- of the assessment of the delinquent tax if such appeal is within the time prescribed by law.
- 29.20. COUNTERPARTS. This Contract may be executed in any number of counterparts, all of which taken together shall constitute one single agreement between the parties.
- 29.21. PRE-AUDIT. No pre-audit certificate is required under N.C. Gen. Stat. 159-28(a) because this Contract is for an indefinite quantity with no minimum purchase requirement. Notwithstanding anything contained herein to the contrary, this Contract does not require the City to purchase a single product or service, and a decision by the City to not make any purchase hereunder will violate neither this Contract nor any implied duty of good faith and fair dealing. The City has no financial obligation under this Contract absent the City's execution of a valid and binding purchase order or contract addendum containing a pre-audit certificate.”

[Signature Page Follows]

IN WITNESS WHEREOF, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have caused this Contract to be executed as of the date first written above.

TEKNION LLC

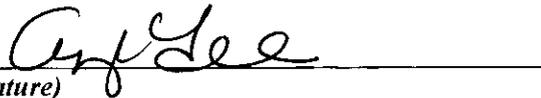
BY: 
(signature)

PRINT NAME: Maxine Mann

TITLE: President

DATE: December 6, 2019

CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE

BY: 
(signature)

PRINT NAME: Angela C. Lee

TITLE: Asst. City Manager

DATE: 1/16/20

EXHIBIT A – PRICING SHEET

TEKNION - CONTRACT 2020000610

EXHIBIT A - PRICING SHEET

1. Furniture Categories and Other Related Products:			
Fixed (%) Percentage Discount off the Manufacturer's List Price			
Category	Verifiable Manufacturer's List Price Catalog Name with the Date	Drop Ship	Inside Delivery
Systems Furniture	District Price and Product Guide 05.27.19	69.33%	67.33%
Systems Furniture	Leverage Price and Product Guide 05.27.19	69.33%	67.33%
Systems Furniture	T/O/S Price and Product Guide 05.27.19	69.33%	67.33%
Systems Furniture	Boulevard Price and Product Guide 05.2018	66.00%	64.00%
Freestanding Furniture	upStage Price and Product Guide 05.27.19	69.33%	67.33%
Freestanding Furniture	Interpret Price and Product Guide 05.27.19	69.33%	67.33%
Freestanding Furniture	Cityline Price and Product Guide 05.27.19	61.00%	59.00%
Freestanding Furniture	Expansion Desking Price and Product Guide 05.27.19	61.00%	59.00%
Freestanding Furniture	Height-Adjustable Bench Price and Product Guide 05.27.19	69.30%	67.33%
Freestanding Furniture	Complements Price and Product Guide 05.27.19	69.30%	67.33%
Freestanding Furniture	Marketplace Price and Product Guide 05.27.19	69.30%	67.33%
Freestanding Furniture	Dossier Price and Product Guide 05.27.19	55.33%	53.33%
Freestanding Furniture	Expansion Casegoods Price and Product Guide 05.27.19	61.00%	59.00%
Freestanding Furniture	Expansion Wood Price and Product Guide 11.26.18	55.33%	53.33%
Freestanding Furniture	Foundations Conferencing Price and Product Guide 05.27.19	55.33%	53.33%
Freestanding Furniture	Journal Price and Product Guide, 05.27.19	55.33%	53.33%
Freestanding Furniture	Thesis Price and Product Guide, 05.27.19	69.33%	67.33%
Freestanding Furniture	Teknion Wood Casegoods Price and Product Guide, 05.27.19	55.33%	53.33%
Freestanding Furniture	Zones Price and Product Guide 05.27.19	44.50%	42.50%
Freestanding Furniture	Complements Price and Product Guide 05.27.19	69.33%	67.33%
Freestanding Furniture	Teknion Tables Price and Product Guide 05.27.19	57.30%	55.30%
Freestanding Furniture	Expansion Training Price and Product Guid 05.27.19	61.00%	59.00%
Freestanding Furniture	The Punt Collection 05.27.19	55.33%	53.33%
Freestanding Furniture	Studio TK Price and Product Guided 05.27.19	43.75%	41.75%
Seating / Chairs	Teknion Seating Price and Product Guide 05.27.19	57.00%	55.00%
Seating / Chairs	Zones Price and Product Guide 05.27.19	44.50%	42.50%
Seating / Chairs	Studio TK Price and Product Guide 05.27.109	43.75%	41.75%
Soft Seating	Teknion Seating Price and Product Guide 05.27.19	57.00%	55.00%
Soft Seating	Studio TK Price and Product Guide 05.27.19	43.75%	41.75%
Soft Seating	Zones Price and Product Guide 05.27.19	44.50%	42.50%
Filing Systems, Storage & Equipment	Teknion Filing and Storage Price and Product Guide 05.27.19	69.33%	67.33%
Filing Systems, Storage & Equipment	Teknion Modular Cabinets Price and Product Guide 11.26.18	57.30%	55.30%
Other Related Products	Verifiable Manufacturer's List Price Catalog Name with the Date	Drop Ship	Inside Delivery
Architectural Interiors	Altos Price and Product Guide 05.27.19	69.33%	67.33%
Architectural Interiors	Focus Price and Product Guide 05.27.19	69.33%	67.33%
Architectural Interiors	Optos Price and Product Guide 05.27.19	69.33%	67.33%
Architectural Interiors	Tek Booth Price and Product Guide 05.27.19	69.33%	67.33%
Architectural Interiors	Tek Vue Price and Product Guide 05.27.19	69.33%	67.33%
Ergonomic Accessories	Teknion Complements Price and Product Guide 05.27.19	69.33%	67.33%
Electrical Accessories	Teknion Complements Price and Product Guide 05.27.19	69.33%	67.33%
Organization	Teknion Complements Price and Product Guide 05.27.19	69.33%	67.33%

**TEKNION - CONTRACT 2020000610
EXHIBIT A - PRICING SHEET**

2. FIXED HOURLY RATE FOR INSTALLATION AND OTHER ADDITIONAL SERVICES AND SOLUTIONS BY STATE:																										
Additional Services & Solutions	AL	AK	AZ	AR	CA	CO	CT	DE	FL	GA	HI	ID	IL	IN	IA	KS	KY	LA	ME	MD	MA	MI	MN	MS	MO	
Basic Installation - Normal Hours	\$65	\$70	\$50	\$65	\$50	\$65	\$70	\$65	\$65	\$55	\$70	\$60	\$65	\$45	\$65	\$42	\$45	\$65	\$55	\$65	\$60	\$67	\$60	\$60	\$42	
Basic Installation - After Hours	\$65	\$70	\$50	\$65	\$50	\$65	\$70	\$65	\$65	\$55	\$70	\$60	\$65	\$45	\$65	\$42	\$45	\$65	\$55	\$65	\$60	\$67	\$60	\$60	\$42	
Expanded Installation - Normal Hours	\$85	\$95	\$55	\$85	\$55	\$65	\$70	\$75	\$85	\$55	\$80	\$60	\$90	\$68	\$85	\$42	\$68	\$85	\$82.50	\$75	\$90	\$69	\$70	\$60	\$42	
Expanded Installation - After Hours	\$85	\$95	\$55	\$85	\$55	\$65	\$70	\$75	\$85	\$55	\$80	\$60	\$90	\$68	\$85	\$42	\$68	\$85	\$82.50	\$75	\$90	\$69	\$70	\$60	\$42	
Design	\$65	\$95	\$55	\$65	\$100	\$75	\$85	\$75	\$65	\$85	\$125	\$90	\$85	\$60	\$95	\$45	\$60	\$65	\$55	\$75	\$85	\$65	\$70	\$100	\$45	
Project Management	\$85	\$95	\$55	\$85	\$95	\$65	\$85	\$65	\$85	\$75	\$100	\$85	\$150	\$60	\$95	\$60	\$60	\$85	\$55	\$65	\$85	\$65	\$70	\$100	\$60	
Asset Management	\$65	\$70	\$55	\$65	\$45	N/A	N/A	\$65	\$65	\$55	\$95	\$85	N/A	\$60	N/A	\$60	\$60	\$65	\$55	\$65	\$80	N/A	\$50/bay	N/A	\$60	
Refurbishment	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$65	N/A	\$40/pallet	N/A	\$85	N/A	\$60	N/A	\$40	\$60	N/A	N/A	\$65	N/A	N/A	N/A	N/A	\$40	
2. FIXED HOURLY RATE FOR INSTALLATION AND OTHER ADDITIONAL SERVICES AND SOLUTIONS BY STATE:																										
Additional Services & Solutions	MT	NE	NV	NH	NJ	NM	NY	NC	ND	OH	OK	OR	PA	RI	SC	SD	TN	TX	UT	VT	VA	WA	WV	WI	WY	
Basic Installation - Normal Hours	\$70	\$65	\$50	\$55	\$65	\$45	\$100	\$55	\$60	\$48	\$46	\$39	\$60	\$70	\$55	\$60	\$65	\$45	\$45	\$55	\$65	\$50	\$65	\$40	\$65	
Basic Installation - After Hours	\$70	\$65	\$50	\$55	\$65	\$45	\$100	\$55	\$60	\$48	\$46	\$39	\$60	\$70	\$55	\$60	\$65	\$45	\$45	\$55	\$65	\$50	\$65	\$40	\$65	
Expanded Installation - Normal Hours	\$95	\$75	\$50	\$82.50	\$75	\$45	\$150	\$55	\$70	\$68	\$46	\$75	\$90	\$70	\$55	\$70	\$85	\$100	\$45	\$82.50	\$75	\$75	\$75	\$45	\$65	
Expanded Installation - After Hours	\$95	\$75	\$50	\$82.50	\$75	\$45	\$150	\$55	\$70	\$68	\$46	\$75	\$90	\$70	\$55	\$70	\$85	\$100	\$45	\$82.50	\$75	\$75	\$75	\$45	\$65	
Design	\$95	\$75	\$85	\$55	\$75	\$60	\$85	\$85	\$70	\$60	\$75	\$85	\$85	\$85	\$85	\$70	\$65	\$100	\$60	\$55	\$75	\$95	\$75	\$60	\$75	
Project Management	\$95	\$75	\$85	\$55	\$65	\$60	\$85	\$75	\$70	\$60	\$75	\$75	\$85	\$85	\$75	\$70	\$85	\$100	\$60	\$55	\$65	\$65	\$65	\$60	\$65	
Asset Management	\$70	N/A	\$85	\$55	\$65	\$60	\$85	\$55	\$50/bay	\$60	N/A	\$39	\$80	N/A	\$55	\$50/bay	\$65	\$85	\$60	\$55	\$65	\$50	\$65	\$50	N/A	
Refurbishment	N/A	N/A	N/A	N/A	\$65	\$60	N/A	\$40/pallet	N/A	\$60	N/A	\$39	N/A	N/A	\$40/pallet	N/A	N/A	\$65	\$60	N/A	\$65	\$50	\$65	\$45	N/A	

****NOTE: Because of the nature of architectural wall products and their installation, the hourly rates to install differ significantly from the hour rates to install furniture included above. Architectural wall products' rates will be determined on a project by project basis.**

TEKNION - CONTRACT 2020000610

EXHIBIT A - PRICING SHEET

3. STORAGE:	
Additional Services & Solutions	Monthly Rate / ft²
Storage	\$1.25 - \$2.50

4. INCENTIVES TO OBTAIN DEEPER DISCOUNTS BY VALUE TIER AND PRODUCT LINE:				
Teknion Product Line	Tier	List Value Tier Per Order	End User Discounts Drop Ship	End User Discounts Inside Delivery
TOS, Ability, Leverage, Filing & Storage, District, Upstage, Interpret, Height Adjustable Bench, Thesis and Complements	Tier 1	\$1- \$100,000	69.33%	67.33%
	Tier 2	\$100,001 - \$350,000	69.33%	67.33%
	Tier 3	\$350,001 and higher	70.40%	68.40%
Expansion Casegoods, Expansion Desking Expansion Training and Cityline	Tier 1	\$1- \$100,000	61.00%	59.00%
	Tier 2	\$100,001 - \$350,000	61.00%	59.00%
	Tier 3	\$350,001 and higher	63.25%	61.25%
Expansion Wood, Teknion Wood Casegoods, Dossier, Journal, the Punt Collection, and Custom Solutions	Tier 1	\$1- \$100,000	55.33%	53.33%
	Tier 2	\$100,001 - \$350,000	55.33%	53.33%
	Tier 3	\$350,001 and higher	57.25%	55.25%
Teknion Seating	Tier 1	\$1- \$100,000	57.00%	55.00%
	Tier 2	\$100,001 - \$350,000	57.00%	55.00%
	Tier 3	\$350,001 and higher	59.33%	57.33%
Altos, Optos, Focus, TekVUe	Tier 1	\$1- \$100,000	69.33%	67.33%
	Tier 2	\$100,001 - \$350,000	69.33%	67.33%
	Tier 3	\$350,001 and higher	70.40%	68.40%
Teknion Tables and Modular Cabinets	Tier 1	\$1- \$100,000	57.30%	55.30%
	Tier 2	\$100,001 - \$350,000	57.30%	55.30%
	Tier 3	\$350,001 and higher	58.00%	56.00%
Zones	Tier 1	\$1- \$100,000	44.50%	42.50%
	Tier 2	\$100,001 - \$350,000	44.50%	42.50%
	Tier 3	\$350,001 and higher	45.50%	43.50%
Studio TK	Tier 1	\$1- \$100,000	43.75%	41.75%
	Tier 2	\$100,001 - \$350,000	43.75%	41.75%
	Tier 3	\$350,001 and higher	43.75%	41.75%

EXHIBIT B – SCOPE OF SERVICES

1.1 General Scope.

The City is requesting the broadest selection of Office, Education, Classroom and Miscellaneous Furniture, Installation and Related Products and Services offered. The intent of this RFP is to provide the City and Participating Public Agencies with Products and Services to meet their various needs. Therefore, Companies should have demonstrated experience in providing Products and Services as defined in this RFP, including but not limited to the following:

- **Systems Furniture:** A complete and comprehensive catalog of all systems furniture, lines, and accessories available from the Company;
- **Freestanding Furniture:** A complete and comprehensive catalog of all case goods, furniture, (including folding and mobile) desks, tables, and available from the Company;
- **Seating/Chairs:** A complete and comprehensive catalog of office and classroom chairs, tandem seating and other general seating available from the Company;
- **Soft Seating:** A complete and comprehensive catalog selection of soft seating for areas such as commons, libraries, waiting areas and open spaces. Products include, but are not limited to, lounge seating, modular linear seating, tables, and accessories;
- **Filing Systems, Storage and Equipment:** A complete and comprehensive catalog of filing systems including vertical and lateral files, freestanding file cabinets, bookcases, and equipment and accessories available from the Company; and
- **Related Products, Support Services and Solutions:** Related office interior products and design, “Quick Ship”, design and layout, fabric and color design services, installation, systems furniture reconfiguration, assessment tools, and any other related products and services or solutions offered by the Company.

1.2 Product Standards and Guidelines.

All products must be manufactured in compliance with all standards including warning labels and safety devices, guard and equipment required to meet the safety standards recognized by industry safety, councils or organizations to establish safety standards such as Occupational Safety and Health Administration (OSHA), National Fire Protection Association (NFPA), National Institute of Occupational Safety and Health (NIOSH), American National Standards Institute (ANSI), Underwriters Laboratories, Inc. (UL), Environmental Protection Agency (EPA), Business Institutional Furniture Manufacturers Association (BIFMA), etc. If a product proposed requires a Material Safety Data Sheet (MSDS) it must accompany each shipment.

Additionally, applicable products must meet the following specific standards:

- ANSI/HFES and/or BSR/HFES (Human Factors Engineering of Computer Workstations)
- CPSIA 1303 or 16 C.F.R 1303 (Ban of Lead-Containing Paint)
- ANSI/BIFMA X5.1 (Office Seating), X5.4 (Lounge and Public Seating), X5.5 (Desk Products) X6.1 (Educational Furniture) and e3 (Furniture Sustainability Standard)
- California Air Resources Board (CARB) (Formaldehyde Emissions)
- California Proposition 65 (Lead and Other Toxic Substances)
- California Bureau of Electronic and Appliance Repair, Home Furnishings, and Thermal Insulation (BHFTI) (Technical Bulletin 117)

All Products offered must be new, unused, latest design and technology unless otherwise specified.

1.3 Pricing.

The Company's firm fixed percentage (%) discount off a manufacturer price list for each category (defined in Section 1.1) for the life of the contract as Exhibit A.

Prices include manufacturer mark up, profit, item cost and storage to allow each customer the ability to calculate and verify discount.

1.3.1 Delivery.

The fixed percentage discount is based on the delivery requirements below:

1.3.1.1 Drop Ship: All deliveries shall be delivered to the site. City or Participating Public Agency is responsible for unloading.

1.3.1.2 Inside Delivery: All deliveries shall be delivered to the site, unloaded and moved to a designated area in the building. Company is responsible for unloading.

1.3.2 Installation.

The fixed percentage discount, fixed hourly rate, or an hourly rate range is based on the installation requirements below:

1.3.2.1 Basic Installation: Basic installation includes inside delivery, uncrating, assembly, installation, removal of all debris from premises, installation documents and the bill of materials per the purchaser's approved plan and specifications.

1.3.2.2 Expanded Service Installation: Expanded service installation includes basic installation; field measurements surveyed, documented and coordinated; electrical and telecommunication/data in-feed locations are surveyed, documented and coordinated; attend required coordination meetings with purchaser and other contractors; and creation and implementation of punch list by project manager.

1.3.2.3 Normal Hours: Normal hours are defined as 7:00 am – 5:00 pm local time.

1.3.2.4 After Hours: After hours are defined as evenings, weekends and holidays.

1.3.2.5 Pricing for installation and services such as design, project management, asset management, refurbishment, and other services are priced at a fixed percentage discount, fixed hourly rate, or an hourly rate range for City and all Participating Public Agencies and/or by state.

1.3.2.5.1 Design: Company has the capability to recommend and design appropriate layouts to fit the need of the City and Participating Public Agencies.

1.3.2.5.2 Project Management: Company has the ability to provide project management services to help City and Participating Public Agencies complete their projects on-time and within budget.

1.3.3 Storage is priced at a fixed monthly rate or a monthly rate range.

1.3.4 Pricing for any additional related products, services and solutions offered are defined in Exhibit A.

All Products provide under this Contract that require assembly and installation should be performed by the Company's certified installers. All installation work must meet the manufacturer's specifications and industry standards. Company provided the names and addresses of each certified installer, see Exhibit C.

All work must be performed according to the standards established by the terms, specifications, and drawings for each project and meet the manufacturer's specifications and industry standards. It shall be the obligation of the Installer to obtain clarification from the Project

Coordinator concerning questions or conflicts in the specifications and drawings in a timely manner as to not delay the progress of the work.

1.4 Price Adjustments.

All proposed pricing shall remain firm for the first year of the subsequent Contract through December 31, 2020. Companies may request price adjustments (increases/decreases) for consideration at least sixty (60) days prior to each anniversary of the Contract effective date. All requests must be submitted in writing to City of Charlotte City Procurement along with documentation of bona fide materials and labor increases for the cost of Products. No adjustment shall be made to compensate a Company for inefficiency in operation or for additional profit. Price decreases shall be accepted at any time during the term of the contract.

1.5 Environmental Purchasing Requirements.

The following are applicable items covered by the City’s Sustainable Purchasing Policy that must be accommodated by the Company:

Product or Service	Examples	Environmental Attributes
Furniture	Desks, chairs, tables, bookshelves	Recycled content, recyclability, end of life management

Companies provided its environmental attributes in Exhibit C – Form 10.

1.6 New Products and Services.

New Products and Services may be added to the resulting Contract(s) during the term of the Contract by written amendment, to the extent that those Products and Services are within the scope of this RFP and include, but will not be limited to, new Product added to the manufacturer’s list offerings, and services which reflect new technology and improved functionality. All requests are subject to review and approval of the City of Charlotte.

1.7 Safety.

All Companies and installers or subcontractor performing Services for the City of Charlotte and Participating Public Agencies are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety Occupational Health Standards and any other applicable rules and regulations. The Company and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

1.8 Warranty.

In Exhibit C – Form 4, the Company addressed each of the following:

- 1.8.1 Applicable warranty and/or guarantees of furniture and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
- 1.8.2 Warranty period start date. The City of Charlotte desires the warranty start at the time of substantial completion.
- 1.8.3 Availability of replacement parts.
- 1.8.4 Life expectancy of furniture under normal use.
- 1.8.5 Detailed information as to proposed return policy on all furniture.

EXHIBIT C – PROPOSAL RESPONSE FORMS

REQUIRED FORM 2 – ADDENDA RECEIPT CONFIRMATION

RFP # 269-2019-105

FURNITURE, INSTALLATION AND RELATED PRODUCTS AND SERVICES

Please acknowledge receipt of all addenda by including this form with your Proposal. All addenda will be posted to the NC IPS website at www.ips.state.nc.us and the City’s Contract Opportunities Site at <http://charlottenc.gov/DoingBusiness/Pages/ContractOpportunities.aspx>.

ADDENDUM #:

1
2
3

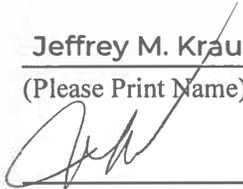
**DATE ADDENDUM
DOWNLOADED FROM NC IPS:**

07.08.19
07.11.19
07.18.19

I certify that this proposal complies with the Specifications and conditions issued by the City except as clearly marked in the attached copy.

Jeffrey M. Kraus
(Please Print Name)

07.30.19
Date



Authorized Signature

Vice President Business Operations
Title

Teknion LLC
Company Name

REQUIRED FORM 3 – PROPOSAL SUBMISSION FORM

RFP # 269-2019-105

FURNITURE, INSTALLATION AND RELATED PRODUCTS AND SERVICES

This Proposal is submitted by:

Company Name: Teknion LLC

Representative (printed): Jeffrey M. Kraus

Address: 350 Fellowship Road
Suite 100

City/State/Zip: Mount Laurel, NJ 08054

Email address: jeff.kraus@teknion.com

Telephone: 856.552.5503
(Area Code) Telephone Number

Facsimile: 856.552.5830
(Area Code) Fax Number

The representative signing above hereby certifies and agrees that the following information is correct:

1. In preparing its Proposal, the Company has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in or condoned prohibited discrimination.
2. For purposes of this Section, discrimination means discrimination in the solicitation, selection, or treatment of any subcontractor, vendor or supplier on the basis of race, ethnicity, gender, age or disability or any otherwise unlawful form of discrimination. Without limiting the foregoing, discrimination also includes retaliating against any person or other entity for reporting any incident of discrimination.
3. Without limiting any other provision of the solicitation for proposals on this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the City to reject the Proposal submitted by the Company on this Project and to terminate any contract awarded based on such Proposal.
4. As a condition of contracting with the City, the Company agrees to maintain documentation sufficient to demonstrate that it has not discriminated in its solicitation or selection of subcontractors. The Company further agrees to promptly provide to the City all information and documentation that may be requested by the City from time to time regarding the solicitation and selection of subcontractors. Failure to maintain or failure to provide such information constitutes grounds for the City to reject the bid submitted by the Company or terminate any contract awarded on such proposal.
5. As part of its Proposal, the Company shall provide to the City a list of all instances within the past ten years where a complaint was filed or pending against the Company in a legal or administrative proceeding alleging that the Company discriminated against its subcontractors, vendors or

suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

6. The information contained in this Proposal or any part thereof, including its Exhibits, Schedules, and other documents and instruments delivered or to be delivered to the City, is true, accurate, and complete. This Proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the City as to any material facts.
7. None of Company's or its subcontractors' owners, employees, directors, or contractors will be in violation of the City's Conflict of Interest Policy for City, Secondary and Other Employment Relationships (HR 13) if a Contract is awarded to the Company.
8. It is understood by the Company that the City reserves the right to reject any and all Proposals, to make awards on all items or on any items according to the best interest of the City, to waive formalities, technicalities, to recover and resolicit this RFP.
9. This Proposal is valid for one hundred and eighty (180) calendar days from the Proposal due date.

I, the undersigned, hereby acknowledge that my company was given the opportunity to provide exceptions to the Sample Contract as included herein as Section 9. As such, I have elected to do the following:

- Include exceptions to the Sample Contract in the following section of my Proposal: Section 6:
Contractual Requirements
- Not include any exceptions to the Sample Contract.

I, the undersigned, hereby acknowledge that my company was given the opportunity to indicate any Trade Secret materials or Personally Identifiable Information ("PII") as detailed in Section 2.6.2. I understand that the City is legally obligated to provide my Proposal documents, excluding any appropriately marked Trade Secret information and PII, upon request by any member of the public. As such, my company has elected as follows:

- The following section(s) of the of the Proposal are marked as Trade Secret or PII: _____
- No portion of the Proposal is marked as Trade Secret or PII.

Representative (signed):  _____

REQUIRED FORM 4 - DELIVERY AND WARRANTY

6. Delivery: Company must state the normal delivery time (in calendar days) and any options for expediting delivery.

Standard Lead Times

Teknion offers extremely competitive standard lead times for all products manufactured to customer specifications. Lead times (measured from receipt of purchase order to product shipment) are published on a weekly basis and may vary slightly from week to week. Current lead times are as follows:

Product Line	Manufacturing/Delivery Lead Time
<i>Systems Furniture:</i> T/O/S, Leverage, District, Boulevard	5 - 6 Weeks
<i>Freestanding Furniture:</i> upStage, Interpret	6 - 7 Weeks
<i>Freestanding Furniture:</i> Cityline	5 - 6 Weeks
<i>Freestanding Furniture:</i> Expansion Desking	3 - 4 Weeks
<i>Freestanding Furniture:</i> Height-Adjustable Bench, Complements	5 - 6 Weeks
<i>Freestanding Furniture:</i> Marketplace	7 - 8 Weeks
<i>Freestanding Furniture:</i> Dossier	9 - 10 Weeks
<i>Freestanding Furniture:</i> Expansion Casegoods, Thesis, Expansion Training	3 - 4 Weeks
<i>Freestanding Furniture:</i> Expansion Wood	6 - 7 Weeks
<i>Freestanding Furniture:</i> Foundations, Journal, Teknion Wood Casegoods	8 - 9 Weeks
<i>Freestanding Furniture:</i> Zones	8 - 9 Weeks
<i>Freestanding Furniture:</i> StudioTK	9 - 13 Weeks
<i>Freestanding Furniture:</i> Teknion Tables	5 - 6 Weeks
<i>Freestanding Furniture:</i> Punt Collection	8 - 9 Weeks
<i>Seating/Chairs:</i> Teknion Seating	5 - 6 Weeks
<i>Seating/Chairs:</i> Zones	8 - 9 Weeks
<i>Seating/Chairs:</i> StudioTK	9 - 10 Weeks (<i>Fractals Wood Back is 13 Weeks</i>)
<i>Soft Seating:</i> Teknion Seating	6 - 7 Weeks
<i>Soft Seating:</i> Zones	8 - 9 Weeks
<i>Soft Seating:</i> StudioTK	9 - 10 Weeks (<i>Fractals Wood Back is 13 Weeks</i>)
<i>Filing Systems, Storage & Equipment:</i> Teknion Filing + Storage, Modular Cabinets	4 - 5 Weeks
<i>Architectural Interiors:</i> Altos, Optos, Focus, TekVue	6 - 9 Weeks
<i>Architectural Interiors:</i> TekBooth	9 - 10 Weeks
<i>Ergonomic Accessories:</i> Complements	5 - 6 Weeks
<i>Electrical Accessories:</i> Complements	5 - 6 Weeks
<i>Organization:</i> Complements	5 - 6 Weeks

Xpress Program

Teknion also offers a comprehensive quick ship program, where customers have access to a multitude of products that are available from our standard Xpress Catalog. Lead times range from 5 – 10 days. Some restrictions do apply.

7. Warranty: Company must detail the following:

a. Applicable Warranty and/or guarantees of furniture and installations including any conditions and response time for repair and/or replacement of any components during the warranty period

Teknion offers a Limited Lifetime Warranty for products and workmanship, as follows:

Teknion will, at no cost to the original purchaser and for as long as the original purchaser owns a Teknion product, repair or replace with a comparable product, at Teknion's option, any part or product sold after January 1, 1995, which fails as a result of a defect in its design, materials or workmanship. For all purposes of this warranty the term "purchaser" is defined as the entity or individual acquiring a new Teknion product as the initial purchaser thereof either from Teknion or an authorized Teknion Dealer.

Exceptions to this warranty include:

- Teknion warrants its Wood Casegoods products to be free from defects in material and workmanship for a period of 10 years, of single-shift service, from the date of delivery;
- Task Lights and grommets, which are warranted for 1 year from the date of delivery;
- Teknion product with fabrics and wood veneers, which are warranted for 5 years from the date of delivery;
- Complements products (excluding Navigate, QuickShift, Complements and hiSpace Height-Adjustable tables), which are warranted for a period of 5 years from the date of delivery;
- Lighting products (excluding Sanna, which is warranted for 5 years from the date of delivery), which are warranted for 1 year from the date of delivery;
- Electrical components, which are warranted for 10 years from the date of delivery;
- Moving parts, which include glides, slides, casters, user-adjustable worksurface mechanisms, arms, and bases, which are warranted for 5 years from the date of delivery;
- Teknion warrants its seating products based on a single shift (40 hour week). Usage beyond a single shift (40 hour week) will result in a reduction of the warranty in proportion to the increased usage;
- Seating mechanisms for all seating products, unless otherwise stated, which are warranted for 10 years of single shift (40 hour week) usage from date of delivery;
- Pneumatic cylinders for all seating products, unless otherwise stated, which are warranted for 10 years of single shift (40 hour week) usage from date of delivery;
- Stacking Chairs and related accessories, which are warranted for 5 years from the date of delivery;
- Around™, Nuova Contessa™, Savera®XL and Variable® chairs are warranted based on multi-shift usage (24 hours per day, 7 days a week) as follows:

– Free from defects in material and workmanship for a period of 3 years

–Seating Mechanism and pneumatic cylinders: 3 years

–Moving parts, fabric and foam: 2 years

- Tek Vue®, Focus™, Altos® and Optos® Full-Height Wall Systems, which are warranted for 10 years from the date of delivery;
- The Routes™ flooring system, which is warranted for 10 years from the date of delivery;
- Teknion HPL Whiteboard for Thesis Flip Top Table, which is warranted for a period of 3 years, of single-shift service, from the date of delivery.

This warranty does not include:

- Customer's Own Material or finishes applied to Teknion products (which include graded-in fabrics, which are treated by Teknion as a Customer's Own Material);
- Natural Wood Veneer which is a natural material and will have shade differences between veneer sheets, which will be more apparent between differing lots and fading on wood veneers that can be caused by exposure to U.V. rays/sunlight;
- Wood color, grain and stain acceptance which may occur due to the natural elements of wood;
- Marble, which is a natural product. Marble's soft and porous density makes it more vulnerable to damage and chipping;
- Ballast and light bulbs;
- Products which have been modified or which have not been installed or used according to Teknion's application and installation guidelines or warnings;
- Products that must be replaced due to normal wear and tear, negligence, abuse, accident or shipping damage;
- Products used for rental purposes.

In no event shall Teknion be liable in either tort or contract for any loss or direct, special, incidental, consequential or exemplary damages.

This warranty is the Customer's sole remedy for product defect. Teknion makes no warranties, including the express or implied warranties of merchantability and fitness for a particular purpose, other than the express warranties contained herein.

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.

c. Availability of replacement parts

Teknion's Vertical Integration

Teknion is a vertically integrated company where a large portion of the supply chain is under Teknion's ownership. This approach has many advantages. It provides Teknion a high degree of control over the manufacturing of its products allowing shorter lead-times, the ability to quickly increase production volumes, and enabling customization to suit customer needs. 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. Teknion's vertical integration strategy focuses on products and components that are specific to our industry and would benefit our end customers, such as roll forming metal components that are later used in office panel construction. For warranty issues, Teknion offers a run-through program, whereby many products can be manufactured on an expedited basis to satisfy urgent installation requirements. Finally, Teknion maintains a substantial policy regarding obsolescence, as follows:

Product Components

Teknion provides for long-term availability plus a commitment to comparable product lines and components. Teknion makes decisions about product lines based on a three-year marketing plan, which includes addressing the continuance of products and individual components within product offerings. We work under the philosophy of our standard Obsolescence Policy as new products are developed or other items are upgraded in design. Integration is a core mandate in our product development philosophy.

Fabrics & Finishes

Certain finishes are a third party control point, while our textile program is managed by our affiliate company LUUM. As such, we work with our customers to obtain and provide manufacturer expectations for availability. Once a specific product line and fabric palette have been selected for the project, Teknion will be in a position to provide a commitment to future availability. Fabric and finish offerings are routinely enhanced or refreshed with new color and environmental trends. Panel / vertical fabrics are typically designed to be more timeless, with more neutral colors and less pattern, and therefore will typically have a longer life cycle when compared to upholsteries, which typically need to reflect the current color and pattern trends.

c. Detailed information as to proposed return policy on all furniture

Teknion Official Policy

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. 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.

List below all **MWSBEs** that you intend to subcontract to while performing the Services:

Subcontractor Name	Description of work or materials	Indicate either "M", "S", and/or "W"	City Vendor #
Evergreen Arts and Plants	Project Management, Design and Installation support	W	See attached

Total MBE Utilization		%
Total WBE Utilization	~10	%
Total SBE Utilization		%
Total MWSBE Utilization		%

Representative (signed):

Mary Fehl

7/19/19
Date

MARY FEHL, OWNER
Representative Name



CBI FORM 4: Letter of Intent

Per Part B, Section 3.4 of the CBI Policy, within three (3) Business Days after receiving a request from the City (or within such longer time as may be communicated by the City in writing), a Bidder must submit a separate Letter of Intent for each SBE and/or MBE listed on CBI Form 3 and CBI Form 3A (if applicable).

Project Name:	Furniture, Installation and Related Products and Services
Project Number:	269-2019-105

To be completed by the Bidder	
Name of Bidder:	STEPHENS OFFICE SYSTEM Vendor #: 300447
Address:	300 FOSTER AVE, CHARLOTTE NC 28203
Contact Person:	JOHN STEPHENS IV Email: john4@StephensOffice.com
Telephone:	704-525-7712; 980-721-1343 Fax:

If the Bidder has entered into a Quick Pay Agreement, in association with this Letter of Intent and as defined in the CBI Policy, please attach a copy of the executed Agreement with the undersigned SBE and/or MBE.

Identify in complete detail the scope of work to be performed or item(s) to be supplied by the SBE and/or MBE.

FURNITURE, FURNITURE INSTALLATION, PROJECT MANAGEMENT, DESIGN + SPECIFICATION

The prime contractor shall pay the subcontractor the committed goal of 10% of the monthly amount paid by the city.

To be completed by SBE and/or MBE	
Name of SBE and/or MBE:	EVS2 GREEN SILKS NC INC. Vendor# 308629
Address:	901 SAM NEWELL RD, SUITE 1, MATTHEWS, NC 28173
Contact Person:	MARY FEHL Email: mary@ortsondplastic.com
Telephone:	704-845-5577 Fax: 704-845-5577

Upon execution of a Prime Contract with the City for the above referenced project, the Bidder certifies that it intends to utilize the SBE and/or MBE listed above, and that the description, cost and percentage of work to be performed by the SBE and/or MBE as described above is accurate. The SBE and/or MBE firm certifies that it has agreed to provide such work/supplies for the amount stated above.

Bidder:	<u>John Stephens IV</u> Date: <u>12/5/2019</u>
	Signature and Title
SBE/MBE Firm:	<u>Mary Fehl</u> Date: <u>12/5/2019</u>
(Circle one or both)	Signature and Title

Required Form 6 – Supplemental Information

Teknion Company Background

TEKNION AUTHORIZED DEALERS BY STATE

State	Authorized Dealer(s)
Alabama	AI CORPORATE INTERIORS* 3017B Second Avenue South Birmingham, AL 35233
Alaska	Please contact Teknion
Arizona	TRANSACT COMMERCIAL FURNISHINGS 2034 N. 3rd Street Phoenix, AZ 85085
Arkansas	Please contact Teknion
California	FURNITURE CONSULTANTS INC. 600 California Street, 11th Floor San Francisco, CA 94108
California	VANGARD CONCEPT OFFICES 250 Sutter Street, Suite 300 San Francisco, CA 94108 2150 North First Street, Suite 100, San Jose, CA 95131 6800 Koll Center Parkway, Suite 100 Pleasanton, CA 94566 1731 E. Roseville Pkwy, #190 Roseville, CA 92122
California	BLUESPACE INTERIORS 23303 La Palma Ave Yorba Linda, CA 92887 2840 N. Lims St. #110 Burbank, CA 91504
California	INNOVATIVE COMMERCIAL ENVIRONMENTS 9645 Scranton Road, Suite 165 San Diego, CA 92121
California	METRO CONTRACT GROUP, INC. 4900 Hopyard Road, Suite 120 Pleasanton, CA 94588
California	OFFICE DESIGN GROUP 9963 Muirlands Blvd Irvine, CA 92618

*Indicates Dealer is a certified diverse supplier

Required Form 6 – Supplemental Information

Teknion Company Background

TEKNION AUTHORIZED DEALERS BY STATE, continued

State	Authorized Dealer(s)
California	<p>OFFICE FURNITURE GROUP 18650 MacArthur Blvd., #400 - 4th Floor Irvine, CA 92612</p> <p>1100 South Hope Street, Suite 101 Los Angeles, CA 90015</p>
Colorado	<p>PROJEX INC 1617 Wazee Street, Suite 200 Denver, CO 80202</p>
Colorado	<p>SANDY'S OFFICE SUPPLY 630 East Hyman Avenue, Suite 30 Aspen, CO 91611</p>
Colorado	<p>TEAMMATES COMMERCIAL INTERIORS, INC. 320 South Teller Street, Suite 250 Lakewood, CO 80226 USA</p>
Connecticut	<p>INTERSCAPE COMMERCIAL ENVIRONMENTS* 10 Waterside Drive, Suite 201 Farmington, CT 06032</p>
Connecticut	<p>SWC OFFICE FURNITURE, INC. 375 Fairfield Avenue Stamford, CT 06911</p>
Delaware	<p>Please contact Teknion</p>
District of Columbia	<p>ATLANTIC CORPORATE INTERIORS, INC. 2402 N. Parham Road Richmond, VA 23229</p>
District of Columbia	<p>WASHINGTON GROUP SOLUTIONS 101 West Broad Street, Suite 200 Falls Church, VA 22046</p>
Florida	<p>FURNITURE CONSULTANTS, INC The Wynwood Building 2750 NW 3rd Avenue, Space 1 Miami, FL 33127</p>
Florida	<p>CENTER LINE ASSOCIATES, LLC.* 418 Racetrack Road NE Ft. Walton Beach, FL 32547</p>

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Required Form 6 – Supplemental Information

Teknion Company Background

TEKNION AUTHORIZED DEALERS BY STATE, continued

State	Authorized Dealer(s)
<p>Florida</p>	<p>CI GROUP* 902 Clint Moore Road, Suite 114 Boca Raton, FL 33487</p> <p>12115 28th St. North St. Petersburg, FL 33716</p> <p>511 North Franklin St. Tampa, FL 33602</p> <p>1950 San Marco Blvd, Suite 102 Jacksonville, FL 32207</p>
<p>Florida</p>	<p>EMERALD COAST CONSTRUCTION AND INTERIORS 1600 Via De Luna Drive, Apt W104 Gulf Breeze, FL 32561</p>
<p>Florida</p>	<p>EXECUTIVE OFFICE FURNITURE, INC. 241 E. Harrison Street Tallahassee, FL 32301</p>
<p>Florida</p>	<p>HOLMES & BRAKEL INTERNATIONAL, INC. 3901 Coconut Palm Drive, Suite 102 Tampa, FL 33619</p> <p>8933 Western Way, Suite 2 Jacksonville, FL 32256</p>
<p>Florida</p>	<p>HUSTONS COMMERCIAL INTERIORS 3058 SE Monroe St. Stuart, FL 34997</p>
<p>Florida</p>	<p>INTERIOR CONTRACT SERVICES 3939 North John Young Parkway, Suite 100 Orlando, FL 32804</p>
<p>Georgia</p>	<p>IMA CORPORATE INTERIORS 6115 Peachtree Dunwoody Rd NE, Suite 210 Atlanta, GA 30328</p>
<p>Georgia</p>	<p>5 STAR OFFICE FURNITURE INC.* 2864 Franklin Street Avondale Estates, GA 30002</p>
<p>Georgia</p>	<p>ADVANTAGE OFFICE PRODUCTS 65 Leggett Drive Villa Rica, GA 30180</p>

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Required Form 6 – Supplemental Information

Teknion Company Background

TEKNION AUTHORIZED DEALERS BY STATE, continued

State	Authorized Dealer(s)
Georgia	CHASTAIN'S OFFICE FURNISHINGS & SUPPLIES 130 Conway Drive, Suite F Bogart, GA 30622
Georgia	OFFICE INTERIORS 260 Peachtree Street, Suite 501 Atlanta, GA 30303
Hawaii	FURNITURE PLUS 700 Bishop St., Suite 108 Honolulu, HI 96813
Idaho	Please contact Teknion
Illinois	OFFICE REVOLUTION One Prudential Plaza 130 E. Randolph, Suite 2050 Chicago, IL 60601 2275 Half Day Road, Suite 100 Bannockburn, IL 60015
Illinois	OFFICE SPACE INC. 137 Oak Park Ave, Suite 220 Oak Park, IL 60301
Indiana	FURNITURE SOLUTIONS FOR THE WORKPLACE - INDIANAPOLIS 350 Massachusetts Ave., Suite 450 Indianapolis, IN 46204
Iowa	KOCH BROTHERS 325 Grand Avenue Des Moines, IA 50309
Iowa	PHELANS INTERIORS 728 3rd Avenue S.E. Cedar Rapids, IA 52406
Kansas	BA DESIGNS* 117 SE 10TH Avenue, #100 Topeka, KS 66612
Kansas	INTEGRATED FACILITIES GROUP 125 S. Washington, Suite 200 Wichita, KS 67202

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Required Form 6 – Supplemental Information

Teknion Company Background

TEKNION AUTHORIZED DEALERS BY STATE, continued

State	Authorized Dealer(s)
Kentucky	FURNITURE SOLUTIONS FOR THE WORKPLACE 209 North Limestone Lexington, KY 40507
Louisiana	CI GROUP * 447 3rd Street Baton Rouge, LA 70802
Louisiana	CONTRACT FURNITURE GROUP, LLC* 201 James Drive East Saint Rose, LA 70119
Maine	EXTERUS BUSINESS FURNITURE 449 U.S. Route 1, Suite 202 York, ME 03909
Maryland	ATLANTIC CORPORATE INTERIORS 7001 Muirkirk Meadows Dr., Suite A Beltsville, MD 20705
Maryland	BUSINESS FURNITURE & DESIGN 4925 Walkiingfern Drive Rockville, MD 20853
Maryland	ZOOM, INC.* PO Box 2042 Rockville, MD 20847
Massachusetts	OFFICEWORKS, INC.* 149 Middlesex Turnpike Burlington, MA 01803
Massachusetts	FCI 255 State Street, 8th Floor Boston, MA 02109
Massachusetts	WORKPLACE RESOURCES LTD. 162 Prescott Street Worcester, MA 01605
Michigan	CORPORATE OFFICE INTERIORS 905 Southland Street Lansing, MI 48910
Michigan	INNOVATIVE CORP INTERIORS 32384 Edward Street Madison Heights, MI 48071

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Required Form 6 – Supplemental Information

Teknion Company Background

TEKNION AUTHORIZED DEALERS BY STATE, continued

State	Authorized Dealer(s)
Michigan	OFFICE DESIGN & FURNISHINGS* 417 S Huron Street Ypsilanti, MI 48197
Michigan	OFFICE FURNITURE SOLUTIONS 2175 E. West Maple Commerce Township, MI 48390
Minnesota	ISPACE ENVIRONMENTS 100 Warren St. Suite 704 Mankato, MN 56001 811 Glenwood Ave. N. Minneapolis, MN 55405
Minnesota	INNOVATIVE OFFICE SOLUTIONS 3801 Bemidji Avenue North Bemidji, MN 56601 2921 Hwy 29 South Alexandria, MN 56308 510 South Marquette Avenue, Suite 120 Minneapolis, MN 55402 151 Cliff Road East Burnsville, MN 55337
Mississippi	MISSCO CONTRACT SALES, LLC 2001 Airport Rd., Suite 102 Flowood, MS 39232
Missouri	FACILITEC, INC.* 11550 Page Service Drive, Suite 100 St. Louis, MO 63146
Missouri	INSIDE THE LINES 100 E Texas Avenue Columbia, MO 65202
Missouri	PURE WORKPLACE SOLUTIONS 3525 Roanoke Rd. Suite 101 Kansas City, MO 64111
Missouri	TEAM OFFICE 316 Southwest Boulevard Kansas City, MO 64108
Montana	INNSPACE 165 Commons Loop, Suite D Kalispell, MT 59901

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Required Form 6 – Supplemental Information

Teknion Company Background

TEKNION AUTHORIZED DEALERS BY STATE, continued

State	Authorized Dealer(s)
Nebraska	<p>OFFICE INTERIORS & DESIGN 1401 Dahlberg Drive Lincoln, NE 68512</p> <p>1951 St. Marys Ave Omaha, NE 68102</p>
Nevada	<p>KAHL COMMERCIAL INTERIORS 201 West Liberty Street, Lower Level Reno, NV 89501</p>
New Hampshire	<p>EXTERUS BUSINESS FURNITURE 449 U.S. Route 1, Suite 202 York, ME 03909</p>
New Jersey	<p>FCI 31 Headquarters Plaza, Lower Level Morristown, NJ 07960</p>
New Jersey	<p>GENERAL OFFICE INTERIORS* 50 Cardinal Dr., Suite 101 Westfield, NJ 07090</p>
New Jersey	<p>INNOVATIVE COMMERCIAL INTERIORS 806 Silvia Street West Trenton, NJ 08628</p>
New Jersey	<p>THE EAGLE GROUP* 20 Commerce Street Springfield, NJ 07081</p>
New Jersey	<p>GENERAL OFFICE INTERIORS* 50 Cardinal Dr., Suite 101 Westfield, NJ 07090</p>
New Mexico	<p>CREATIVE INTERIORS, INC. 1030 Agua Fria Street Santa Fe, NM 87501</p>
New York	<p>BANTAM WORKPLACE FURNISHINGS 1048 Niagara Street Buffalo, NY 14213</p>
New York	<p>FURNITURE CONSULTANTS, INC. 1450 Broadway, 25th floor New York, NY 10118</p>

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Required Form 6 – Supplemental Information

Teknion Company Background

TEKNION AUTHORIZED DEALERS BY STATE, continued

State	Authorized Dealer(s)
New York	GENESEE OFFICE INTERIORS, INC.* 565 Blossom Road, Suite H Rochester, NY 14610
New York	MAZANY CONTRACT INTERIORS 20 Carroll Street Jamestown, NY 14701
New York	OFFICEWORKS 155 Fifth Ave., Suite #200 New York, NY 10010
New York	OFFICEWORX 687 Old Willets Path Hauppauge, NY 11788
New York	BRONTMAN'S CORPORATE DIMENSIONS 3495 Winton Place, Building A, Suite 2 Rochester, NY 14623
New York	ROI OFFICE INTERIORS* 50 State Street Albany, NY 12207 144 Hangar Road Rome, NY 13441 The 100 Clinton Square Building 126 N. Salina Street, Suite 210 Syracuse, NY 13202 South Hill Business Campus 950 Danby Road, Suite 116 Ithaca, NY 14850
New York	SOUTHERN TIER CONTRACT 805 Hatch Street Elmira, NY 14901
New York	THE WORKPLACE GROUP 4B Aerial Way Syosset, NY 11791
North Carolina	STEPHENS OFFICE SYSTEM, INC. 300 Foster Avenue Charlotte, NC 28203

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Required Form 6 – Supplemental Information

Teknion Company Background

TEKNION AUTHORIZED DEALERS BY STATE, continued

State	Authorized Dealer(s)
North Carolina	EDGE OFFICE 4208 Six Forks Road, #104 Raleigh, NC 27609
North Carolina	RIVER'S EDGE NC, LCC 301 N Main Street, Suite 1040 Winston-Salem, NC 27101
North Carolina	VETERAN OFFICE DESIGN* 3216 Chaucer Drive Charlotte, NC 28210
North Dakota	INNOVATIVE OFFICE SOLUTIONS 206 4th Avenue NW Mandan, ND 58554 510 31st Avenue SW Minot, ND 58701 5201 51st Avenue South Fargo, ND 58104
North Dakota	OFFICE VISIONS, INC. INTERIORS BY FRANCE OF BISMARCK, INC. 322 North 26th Street, Suite 3 Bismarck, ND 58501
Ohio	FURNITURE SOLUTIONS FOR THE WORKPLACE 1329 East Kemper Road, Suite 4104a Cincinnati, OH 45246
Ohio	GDOT DESIGN 10020 Aurora Hudson Rd Streetsboro, OH 44241
Ohio	OFFICE REVOLUTION 305 W. Nationwide Blvd Columbus, OH 43215
Oklahoma	BILL WARREN OFFICE PRODUCTS D/B/A WARREN COMMERCIAL INTERIORS 1233 Sovereign Row Oklahoma City, OK 73108
Oregon	ONESOURCE OFFICE INTERIORS 2950 NW Yeon Ave. Portland, OR 97210

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Required Form 6 – Supplemental Information

Teknion Company Background

TEKNION AUTHORIZED DEALERS BY STATE, continued

State	Authorized Dealer(s)
Oregon	WORKPOINTE 601 SE Clay Street Portland, OR 97214
Pennsylvania	FORMCRAFT INTERIORS 712 Henderson Boulevard Folcroft, PA 19032
Pennsylvania	MAZANY CONTRACT INTERIORS 163 West 14th Street Erie, PA 16501
Pennsylvania	OFFIX SYSTEMS* 612 Hamilton Street Suite 201 Allentown, PA 18101
Pennsylvania	OFFICEWORKS PENNSYLVANIA INC.* 37 East Germantown Pike, Suite 103 Plymouth Meeting, PA 19462
Pennsylvania	ROYAL BUSINESS INTERIORS 1208 E. Market Street York, PA 17403
Rhode Island	PANNELLO SYSTEMS 10 Davol Square, Suite 200 Providence, RI 02903
South Carolina	CI GROUP* 1051 Market Street Columbia, SC 29201
South Carolina	OFFICE INTERIORS OF SOUTH CAROLINA 146 W. Phillips Rd., Ste F Greer, SC 29650
South Carolina	STEPHENS OFFICE SYSTEM 3 Lockwood Drive Charleston, SC 29401
South Dakota	DAKOTA BUSINESS CENTER Dakota Business Center 1635 Deadwood Avenue Rapid City, SD 57702
South Dakota	INNOVATIVE OFFICE SOLUTIONS 711 West Russell Street Sioux Falls, SD 57104

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Required Form 6 – Supplemental Information

Teknion Company Background

TEKNION AUTHORIZED DEALERS BY STATE, continued

State	Authorized Dealer(s)
South Dakota	KLEINS OFFICE FURNITURE 901 N Archer Dr Sioux Falls, SD 57103
Tennessee	AI CORPORATE INTERIORS, INC.* 210 12th Avenue South, Suite 205 Nashville, TN 37203
Tennessee	LUCAS BUSINESS SOLUTIONS 800 Ridge Lake Blvd, Suite 301 Memphis, TN 38120
Tennessee	OFFICE WORKS 6739 Baum Drive Knoxville, TN 37919
Texas	WORKPLACE SOLUTIONS, INC. 2651 North Harwood, Suite 300 Dallas, TX 75201 507 Pressler, Suite 1000 Austin, TX 78701 2800 Kirby Drive, Suite B200 Houston, TX 77098 3660 Thousand Oaks, Suite 220 San Antonio, TX 78247
Texas	OFFICESOURCE, LTD.* 1133 Broadway San Antonio, TX 78215
Texas	WH&L SPACES LLC 1502 Sawyer Street, Ste 104 Houston, TX 77007
Texas	WORTHINGTON CONTRACT FURNITURE 3006 Longhorn Boulevard, Suite 104 Austin, TX 78758
Utah	MODE 513 W 600 S Salt Lake City, UT 84101
Utah	SALT STUDIO 515 S 700 East, Suite 4A Salt Lake City, UT 84111

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Required Form 6 – Supplemental Information

Teknion Company Background

TEKNION AUTHORIZED DEALERS BY STATE, continued

State	Authorized Dealer(s)
Vermont	EXTERUS BUSINESS FURNITURE 4750 Shelburne Rd Shelburne, VT 05482
Virginia	WASHINGTON GROUP SOLUTIONS 101 West Broad Street, Suite 200 Falls Church, VA 22046
Virginia	ATLANTIC CORPORATE INTERIORS, INC. 2402 N. Parham Rd. Suite B Richmond, VA 20170
Virginia	IMAGE BUSINESS INTERIORS LLC* 332 North Great Neck Road, Suite 105 Virginia Beach, VA 23454
Virginia	ZOOM, INC.* Waterfront Center, 1010 Wisconsin Ave, NW, Suite 300 Washington, DC 20007
Washington	WORKPOINTE 505 1st Avenue South, Suite 120 Seattle, WA 98104 9877 40th Ave S. Seattle, WA 98118 921 W Broadway Avenue, Suite 101 Spokane, WA 99201
West Virginia	Please contact Teknion.
Wisconsin	CJ & ASSOCIATES* 16915 West Victor Road New Berlin, WI 53151
Wisconsin	SCHROEDER SOLUTIONS 1920 South Calhoun Road New Berlin, WI 53151
Wisconsin	VERHALEN COMMERCIAL INTERIORS 500 Pilgrim Way Green Bay, WI 54304
Wyoming	Please contact Teknion.

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REQUIRED FORM 10 – ENVIRONMENTAL PURCHASING RESPONSES

RFP # 269-2019-105

FURNITURE, INSTALLATION AND RELATED PRODUCTS AND SERVICES

Companies shall complete and submit the form below regarding the products or supplies required to perform the Services.

Question	Response
<p><u>Recycled Content.</u> Products must contain a certain percentage of recycled content. Please include the amount of recycled content, both pre- and post-consumer, included in your product.</p>	<p>Please see <i>Item A</i> in the following attachment for Recycled Content Percentages for Teknion's major product lines.</p>
<p><u>Recyclability.</u> Please include the types of materials included in your product, and if they are considered recyclable in typical municipal recycling streams.</p>	<p>The following materials comprise the majority of Teknion's products: Steel, Glass, Particle Board, Aluminum, Plastic, Fabric, PVC, Powder Coat, Veneer, White Fiberglass and Zinc. Please see <i>Item A</i> in the following attachment for the recyclability of Teknion's products.</p>
<p><u>Biodegradability.</u> Products must be capable of decomposing under natural conditions. Please state whether each Product offered in your proposal is biodegradable.</p>	<p>This is not applicable to Teknion's products.</p>
<p><u>Compostability.</u> Products must be capable of composting at a commercial composting facility. Please state whether each product offered in your proposal is compostable.</p>	<p>This is not applicable to Teknion's products.</p>
<p><u>Energy Consumption.</u> Please include the total amount of energy consumed for product or service manufacture, use and disposal. Different sources of energy are associated with different environmental impacts.</p>	<p>Please see <i>Item D</i> in the following attachment for Teknion's approach to energy consumption.</p>
<p><u>Energy Efficiency.</u> Products must meet or exceed the Department of Energy (DOE) and Environmental Protection Agency criteria for use of the ENERGY STAR trademark label; or is in the upper 25% of efficiency for all similar products as designated by the U.S. Department of Energy's Federal Energy Management Program.</p>	<p>This is not applicable to Teknion's products.</p>
<p><u>Water Efficiency.</u> Eligible products must meet or exceed the Environmental Protection Agency's WaterSense program, or be water-efficient or low-flow fixtures.</p>	<p>This is not applicable to Teknion's products.</p>
<p><u>Low VOCs.</u></p>	<p>Please see <i>Item B</i> in the following attachment</p>

<p>Products should contain low or no volatile organic compounds (VOCs). Please indicate any VOC content in each applicable product offered in your proposal.</p>	<p>for information regarding Teknion product certifications with regard to VOCs. Teknion participates in the SCS Indoor Advantage certification program and the BIFMA e3 level program.</p>
<p><u>Reduced Packaging.</u> Please include any efforts made to reduce the packaging of the products included in this proposal.</p>	<p>Please refer to <i>Item C</i> in the following attachment for Teknion's policy on packaging materials.</p>
<p><u>Pollution Prevention.</u> Please state your company's policy on source reduction. The Pollution Prevention Act defines source reduction to mean any practice that: (1) Reduces the amount of any hazardous substance, pollutant or contaminant entering any waste stream or otherwise released into the environment (including fugitive emissions) prior to recycling, treatment or disposal, and (2) Reduces the hazards to public health and the environment associated with the release of such substances, pollutants or contaminants. The term includes: equipment or technology modifications, process or procedure modifications, reformulation or redesign of products, substitution of raw materials, and improvements in housekeeping, maintenance, training or inventory control.</p>	<p>Please see <i>Item D</i> in the following attachment for information regarding Teknion's source reduction programs.</p>
<p><u>Life Cycle Management.</u> Please state how many times your product may be reused. (Since reusable products generally require more upfront costs than disposable products, they are often subjected to a cost/benefit analysis in order to determine the life cycle cost).</p>	<p>Please see <i>Item E</i> in the following attachment for information on the projected life span of Teknion's product portfolio.</p>
<p><u>End of Life Management.</u> Will the manufacturer or designee accept the product back at the end-of-life? (who pays for the transportation of the product may be situation-specific).</p>	<p>Yes. Please see <i>Item F</i> in the following attachment regarding Teknion's EXTEND Program.</p>

Required Form 10 – Supplemental Information

Environmental Purchasing Responses

A. Recycled Content: Products must contain a certain percentage of recycled content. Please include the amount of recycled content, both pre- and post-consumer, included in your product.

TEKNION PRODUCTS RECYCLED CONTENT + RECYCLABILITY

Product Line	Total Recycled Content	Pre-Consumer Recycled Content	Post-Consumer Recycled Content	Recyclability
<i>Panel Systems</i>				
District Fabric	69.8%	52.8%	17.0%	48.2%
Leverage Fabric	58.0%	30.9%	27.1%	80.9%
T/O/S Fabric	57.1%	25.5%	31.6%	87.1%
<i>Desking</i>				
Interpret	71.4%	61.1%	10.3%	36.4%
Expansion Desking	83.4%	75.4%	8.0%	27.1%
Expansion CityLine	85.1%	73.5%	11.6%	29.5%
upStage	81.4%	76.8%	4.7%	20.7%
Height-Adjustable Bench	63.5%	57.3%	9.9%	44.4%
Marketplace	74.8%	60.0%	14.8%	44.0%
<i>Casegoods</i>				
Journal	90.7%	89.4%	1.4%	3.9%
Dossier	88.7%	88.5%	.2%	4.8%
Expansion Casegoods	89.6%	87.9%	1.8%	4.3%
Expansion Wood	82.7%	81.6%	1.1%	4.8%

Required Form 10 – Supplemental Information

Environmental Purchasing Responses

TEKNION PRODUCTS RECYCLED CONTENT + RECYCLABILITY				
Product Line	Total Recycled Content	Pre-Consumer Recycled Content	Post-Consumer Recycled Content	Recyclability
<i>Casegoods, continued</i>				
Foundations				
Korato	89.0%	87.0%	2.0%	100.0%
Modena	89.0%	87.0%	2.0%	100.0%
Philadelphia	89.0%	87.0%	2.0%	100.0%
Volterra	89.0%	87.0%	2.0%	100.0%
AC Executive	90.2%	86.1%	4.1%	8.5%
<i>Storage</i>				
Ledger + Ledger Plus	56.4%	18.6%	37.8%	97.3%
Modular Cabinets	89.6%	89.4%	.2%	8.8%
<i>Tables</i>				
Ability	73.8%	52.0%	21.8%	50.8%
Expansion Conferencing	89.6%	87.9%	1.8%	4.3%
Audience	77.3%	65.5%	11.8%	27.0%
Thesis	80.0%	68.8%	11.2%	40.7%
Expansion Training	61.0%	46.6%	14.4%	39.1%
Zones Canteen Table	74.8%	56.8%	18.0%	41.0%
Zones Workshop	77.6%	53.0%	24.6%	50.3%

Required Form 10 – Supplemental Information

Environmental Purchasing Responses

TEKNION PRODUCTS RECYCLED CONTENT + RECYCLABILITY				
Product Line	Total Recycled Content	Pre-Consumer Recycled Content	Post-Consumer Recycled Content	Recyclability
<i>Height-Adjustable Tables</i>				
hiSpace	57.8%	45.5%	12.3%	5039%
Navigate	63.5%	53.7%	9.9%	44.4%
Complements	63.5%	53.7%	9.9%	44.4%
<i>Occasional Tables</i>				
Zones	74.8%	56.8%	18.0%	41.0%
Teknion DNA	37.5%	28.8%	8.7%	59.1%
Teknion Casual Tables	72.5%	50.9%	21.4%	48.5%
<i>Work Chairs</i>				
Around	50.6%	20.3%	30.3%	100%
Sabrina	54.3%	45.0%	9.3%	100%
Projek	41.7%	36.7%	5.1%	99.5%
Nuova Contessa	66.8%	4.2%	62.6%	100%
Variable	57.1%	44.1%	13.1%	100%
Savera	37.2%	24.4%	12.8%	100%
Marini	56.3%	51.0%	5.4%	100%
Amicus	40.1%	28.0%	12.1%	96.0%
T-3	30.9%	19.0%	11.8%	100%

Required Form 10 – Supplemental Information

Environmental Purchasing Responses

TEKNION PRODUCTS RECYCLED CONTENT + RECYCLABILITY				
Product Line	Total Recycled Content	Pre-Consumer Recycled Content	Post-Consumer Recycled Content	Recyclability
<i>Multi-Use Chairs</i>				
Zones	4.9%	1.5%	3.4%	100%
Around	50.6%	20.3%	30.3%	100%
Variable	45.2%	28.7%	16.5%	99.8%
Synapse	25.9%	22.4%	35.0%	100%
Amicus	6.2%	4.0%	2.2%	100%
Sitara	9.9%	5.5%	4.4%	99.9%
Taiga	36%	.3%	1.7%	100%
Projek	25.0%	13.1%	11.9%	87.7%
Asana	2.9%	1.9%	1.0%	100%
Andria	2.8%	1.8%	1.0%	100%
<i>Stacking Chairs</i>				
Nami	23.0%	10.8%	12.2%	100%
Volume	23.7%	11.0%	12.8%	98.6%
Variable	45.2%	28.7%	16.5%	99.8%
Zone	21.5%	9.9%	11.6%	92.3%

Required Form 10 – Supplemental Information

Environmental Purchasing Responses

TEKNION PRODUCTS RECYCLED CONTENT + RECYCLABILITY				
Product Line	Total Recycled Content	Pre-Consumer Recycled Content	Post-Consumer Recycled Content	Recyclability
<i>Lounge/Soft Seating</i>				
Zones Solo Lounge	51.8%	26.1%	25.6%	99.9%
Zones In The Zone	4.1%	1.3%	2.8%	100%
Zones Club	10.5%	2.2%	8.4%	99.8%
Hosta	0	0	0	100%
Freesia	1.8%	.8%	1.0%	100%
Ferrara	0	0	0	100%
Collaborative Ottoman	13.1%	2.0%	11.1%	100%
Belize	27.7%	13.9%	13.8%	98.0%
Aegis	7.6%	35%	4.1%	100%
Vignette	11.8%	5.4%	6.4%	100%
Vasari	28.8%	13.2%	15.7%	100%
Tux	10.5%	2.2%	8.4%	99.8%
<i>StudioTK Seating</i>				
Nina	29.1%	16.1%	13.0%	95.1%
Borough	13.2%	12.8%	.4%	37.1%
Beso	29.7%	16.9%	12.8%	100%
Pala	30.5%	20.3%	10.2%	86.2%
Cesto Pouf	77.1%	76.4%	.7%	93.1%

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Environmental Purchasing Responses

TEKNION PRODUCTS RECYCLED CONTENT + RECYCLABILITY				
Product Line	Total Recycled Content	Pre-Consumer Recycled Content	Post-Consumer Recycled Content	Recyclability
<i>Studio TK Seating</i>				
Kalm	31.6%	18.6%	13.0%	1005
Bankside	23.0%	13.6%	9.4%	60.5%
Lasai	18.8%	18.7%	.1%	34.3%
Kuskoa	15.9%	15.8%	.1%	30.3%
Kuskoa Bi	12.0%	11.9%	.1%	20.4%
Dual	21.2%	13.6%	7.6%	44.7%
Tulip	38.9%	27.7%	11.2%	80.4%
Posa	31.2%	19.0%	12.2%	80.2%
Jean	20.8%	12.1%	8.7%	55.4%
Iuta	28.4%	23.8%	4.6%	100%
George	27.9%	18.8%	9.0%	66.2%
Dip	60.4%	16.9%	43.5%	100%
Cosmos	43.9%	31.2%	12.7%	90.4%
Cloud	25.0%	12.1%	12.9%	74.3%
Spectrum	11.4%	4.4%	7.0%	26.0%
Metropolitan '14	33.1%	22.1%	11.0%	76.8%
Keele	28.1%	12.9%	15.2%	85.3%

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Environmental Purchasing Responses

TEKNION PRODUCTS RECYCLED CONTENT + RECYCLABILITY

Product Line	Total Recycled Content	Pre-Consumer Recycled Content	Post-Consumer Recycled Content	Recyclability
<i>Studio TK Seating, continued</i>				
Juntura	10.4%	4.3%	6.1%	17.5%
Infinito	8.3%	6.2%	2.1%	16.0%
Envita	37.3%	12.5%	24.8%	67.8%
Cover	19.1%	8.7%	10.4%	9.9%
AC Lounge	37.8%	22.7%	11.1%	81.2%
Qui	.5%	.5%	0	9.9%
Fractals	27.9%	3.9%	24.0%	40.1%
<i>Studio TK Tables</i>				
Cesto	66.0%	65.0%	1.1%	84.9%
Borough	2.5%	1.8%	1.7%	3.5%
Infinito	25.1%	7.8%	17.3%	93.5%
Bevy	75.9%	69.9%	5.9%	48.0%
Sina	75.0%	69.1%	5.9%	40.6%
Qui	.3%	.1%	.2%	.9%
Masalla	75.1%	75.1%	0	245%
Kogen	43.4%	27.5%	15.9%	81.6%
Cover	25.5%	19.0%	6.5%	41.8%
Spectrum	26.6%	8.3%	18.3%	100%
Envita	76.3%	53.6%	22.7%	52.5%

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Environmental Purchasing Responses

B. Low VOCs. Products should contain low or no volatile organic compounds (VOCs). Please indicate any VOC content in each applicable product offered in your proposal.

TEKNION PRODUCTS VOCs + Certifications				
Product Line	SCS Indoor Advantage	SCS Indoor Advantage Gold	BIFMA e3 level	Declare
<i>Panel Systems</i>				
District	SCS-IAQ-05322	SCS-IAQ-05324	SCS-SCF-03794	TKN-4006
Leverage	SCS-IAQ-05322	SCS-IAQ-05324	SCS-SCF-03794	
T/O/S	SCS-IAQ-05322	SCS-IAQ-05324	SCS-SCF-03794	
<i>Desking</i>				
Interpret	SCS-IAQ-05322	SCS-IAQ-05324	SCS-SCF-03794	TKN-2005
Expansion Desking	SCS-IAQ-05322	SCS-IAQ-05324	SCS-SCF-03792	
Expansion CityLine	SCS-IAQ-05322	SCS-IAQ-05324	SCS-SCF-03792	TKN-0010
upStage	SCS-IAQ-05322	SCS-IAQ-05324	SCS-SCF-03792	TKN-0012
Height-Adjustable Bench	SCS-IAQ-05322	SCS-IAQ-05324	SCS-SCF-03795	
Marketplace	SCS-IAQ-05321	SCS-IAQ-05323	SCS-SCF-03794	
<i>Casegoods</i>				
Journal	SCS-IAQ-05312	SCS-IAQ-05314	SCS-SCF-03792	
Dossier	SCS-IAQ-05312		SCS-SCF-03792	
Expansion Casegoods	SCS-IAQ-05312	SCS-IAQ-05314	SCS-SCF-03792	
Expansion Wood	SCS-IAQ-05312			

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Environmental Purchasing Responses

TEKNION PRODUCTS VOCs + Certifications				
Product Line	SCS Indoor Advantage	SCS Indoor Advantage Gold	BIFMA e3 level	Declare
<i>Casegoods, continued</i>				
Foundations	GREENGUARD Certified	GREENGUARD Gold Certified	BIFMA e3 level certified	
Korato	GREENGUARD Certified	GREENGUARD Gold Certified	BIFMA e3 level certified	
Modena	GREENGUARD Certified	GREENGUARD Gold Certified	BIFMA e3 level certified	
Philadelphia	GREENGUARD Certified	GREENGUARD Gold Certified	BIFMA e3 level certified	
Volterra	GREENGUARD Certified	GREENGUARD Gold Certified	BIFMA e3 level certified	
AC Executive	SCS-IAQ-05341		SCS-SCF-03792	
<i>Storage</i>				
Ledger + Ledger Plus	SCS-IAQ-05313		SCS-SCF-03792	
Modular Cabinets	SCS-IAQ-05313		SCS-SCF-03792	
<i>Tables</i>				
Ability	SCS-IAQ-05321	SCS-IAQ-05323		
Expansion Conferencing	SCS-IAQ-05312	SCS-IAQ-05314	SCS-SCF-03792	
Audience	SCS-IAQ-05315	SCS-IAQ-05316		
Thesis	SCS-IAQ-05317	SCS-IAQ-05316	SCS-SCF-03795	TKN-0007
Expansion Training	SCS-IAQ-05315	SCS-IAQ-05316		
Zones Canteen Table	SCS-IAQ-05325	SCS-IAQ-05326		
Zones Workshop	SCS-IAQ-05325	SCS-IAQ-05326		

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Environmental Purchasing Responses

TEKNION PRODUCTS VOCs + Certifications				
Product Line	SCS Indoor Advantage	SCS Indoor Advantage Gold	BIFMA e3 level	Declare
<i>Height-Adjustable Tables</i>				
hiSpace	SCS-IAQ-05324			
Navigate	SCS-IAQ-05317	SCS-IAQ-05316	SCS-SCF-03795	TKN-5001
Complements	SCS-IAQ-05317	SCS-IAQ-05316	SCS-SCF-03795	
<i>Occasional Tables</i>				
Zones	SCS-IAQ-05325	SCS-IAQ-05326		
Teknion DNA		SCS-IAQ-05316		
Teknion Casual Tables	SCS-IAQ-05315	SCS-IAQ-05316		
<i>Work Chairs</i>				
Around		SCS-IAQ-05327	SCS-SCF-03793	TKN-0013
Sabrina		SCS-IAQ-05327	SCS-SCF-03793	
Projek		SCS-IAQ-05327	SCS-SCF-03793	
Nuova Contessa		SCS-IAQ-05327	SCS-SCF-03793	
Variable	SCS-IAQ-05325	SCS-IAQ-05327	SCS-SCF-03793	
Savera	SCS-IAQ-05325	SCS-IAQ-05327	SCS-SCF-03793	
Marini	SCS-IAQ-05325	SCS-IAQ-05327	SCS-SCF-03793	
Amicus	SCS-IAQ-05325	SCS-IAQ-05327	SCS-SCF-03793	
T-3	SCS-IAQ-05325	SCS-IAQ-05327	SCS-SCF-03793	

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Environmental Purchasing Responses

TEKNION PRODUCTS VOCs + Certifications				
Product Line	SCS Indoor Advantage	SCS Indoor Advantage Gold	BIFMA e3 level	Declare
<i>Multi-Use Chairs</i>				
Zones	SAS-IAQ-05325	SCS-IAQ-05327	SCS-SCF-03793	
Around		SCS-IAQ-05327	SCS-SCF-03793	
Variable		SCS-IAQ-05327	SCS-SCF-03793	
Synapse	SAS-IAQ-05325		SCS-SCF-03793	
Amicus	SCS-IAQ-05327			
Sitara		SCS-IAQ-05327	SCS-SCF-03793	
Taiga	SAS-IAQ-05325			
Projek		SCS-IAQ-05327	SCS-SCF-03793	
Asana			SCS-SCF-03793	
Andria			SCS-SCF-03793	
<i>Stacking Chairs</i>				
Nami		SCS-IAQ-05327	SCS-SCF-03793	
Volume		SCS-IAQ-05327	SCS-SCF-03793	
Variable	SAS-IAQ-05325	SCS-IAQ-05327	SCS-SCF-03793	
Zone			SCS-SCF-03793	

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Environmental Purchasing Responses

TEKNION PRODUCTS VOCs + Certifications				
Product Line	SCS Indoor Advantage	SCS Indoor Advantage Gold	BIFMA e3 level	Declare
<i>Lounge/Soft Seating</i>				
Zones Solo Lounge	SAS-IAQ-05325	SCS-IAQ-05326	SCS-SCF-03793	
Zones In The Zone	SAS-IAQ-05325	SCS-IAQ-05326	SCS-SCF-03793	
Zones Club	SAS-IAQ-05325	SCS-IAQ-05326	SCS-SCF-03793	
Hosta			SCS-SCF-03793	
Freesia			SCS-SCF-03793	
Ferrarra			SCS-SCF-03793	
Collaborative Ottoman		SCS-IAQ-05327	SCS-SCF-03793	
Belize		SCS-IAQ-05327	SCS-SCF-03793	
Aegis		SCS-IAQ-05327		
Vignette		SCS-IAQ-05327	SCS-SCF-03793	
Vasari		SCS-IAQ-05327	SCS-SCF-03793	
Tux		SCS-IAQ-05327	SCS-SCF-03793	
<i>StudioTK Seating</i>				
Nina		SCS-IAQ-05349	SCS-SCF-03793	
Borough		SCS-IAQ-05349	SCS-SCF-03793	
Beso		SCS-IAQ-05349	SCS-SCF-03793	
Pala		SCS-IAQ-05349	SCS-SCF-03793	
Cesto Pouf		SCS-IAQ-05349	SCS-SCF-03793	

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Environmental Purchasing Responses

TEKNION PRODUCTS VOCs + Certifications				
Product Line	SCS Indoor Advantage	SCS Indoor Advantage Gold	BIFMA e3 level	Declare
<i>Studio TK Seating</i>				
Kalm		SCS-IAQ-05349	SCS-SCF-03793	
Bankside		SCS-IAQ-05349	SCS-SCF-03793	
Lasai		SCS-IAQ-05349	SCS-SCF-03793	
Kuskoa		SCS-IAQ-05349	SCS-SCF-03793	
Kuskoa Bi		SCS-IAQ-05349	SCS-SCF-03793	
Dual		SCS-IAQ-05349	SCS-SCF-03793	
Tulip		SCS-IAQ-05349	SCS-SCF-03793	
Posa		SCS-IAQ-05349	SCS-SCF-03793	
Jean		SCS-IAQ-05349	SCS-SCF-03793	
Iuta		SCS-IAQ-05349	SCS-SCF-03793	
George		SCS-IAQ-05349	SCS-SCF-03793	
Dip		SCS-IAQ-05349	SCS-SCF-03793	
Cosmos		SCS-IAQ-05349	SCS-SCF-03793	
Cloud		SCS-IAQ-05349	SCS-SCF-03793	
Spectrum		SCS-IAQ-05349	SCS-SCF-03793	
Metropolitan '14		SCS-IAQ-05349	SCS-SCF-03793	
Keele		SCS-IAQ-05349	SCS-SCF-03793	

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Environmental Purchasing Responses

TEKNION PRODUCTS VOCs + Certifications				
Product Line	SCS Indoor Advantage	SCS Indoor Advantage Gold	BIFMA e3 level	Declare
<i>Studio TK Seating, continued</i>				
Juntura		SCS-IAQ-05349	SCS-SCF-03793	
Infinito		SCS-IAQ-05349	SCS-SCF-03793	
Envita		SCS-IAQ-05349	SCS-SCF-03793	
Cover		SCS-IAQ-05349	SCS-SCF-03793	
AC Lounge		SCS-IAQ-05349	SCS-SCF-03793	
Qui		SCS-IAQ-05349	SCS-SCF-03793	
Fractals		SCS-IAQ-05349	SCS-SCF-03793	
<i>Studio TK Tables</i>				
Cesto		SCS-IAQ-05344	SCS-SCF-03795	
Borough		SCS-IAQ-05344	SCS-SCF-03795	
Infinito		SCS-IAQ-05344	SCS-SCF-03795	
Bevy		SCS-IAQ-05344	SCS-SCF-03795	
Sina		SCS-IAQ-05344	SCS-SCF-03795	
Qui		SCS-IAQ-05344	SCS-SCF-03795	
Masalla		SCS-IAQ-05344	SCS-SCF-03795	
Kogen		SCS-IAQ-05344	SCS-SCF-03795	
Cover		SCS-IAQ-05344	SCS-SCF-03795	
Spectrum		SCS-IAQ-05344	SCS-SCF-03795	
Envita		SCS-IAQ-05344	SCS-SCF-03795	

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Environmental Purchasing Responses

C. Reduced Packaging. Please include any efforts made to reduce the packaging of the products included in this proposal.

Teknion uses a combination of loose-piece packaging and pallet packaging for the majority of products. Standard packaging for small-volume accessory items is individual loose cartons. Worksurfaces, overheads, tables, panels, and large-volume accessory items are generally palletized, and filing is shipped on pallets for smaller-sized orders and off pallets for larger-sized orders (80+ units).

Off-Skid Packaging for Filing & Storage

Teknion's standard loading method for large filing orders (80+ units) is to load the files off pallets. In these instances the following procedures are implemented:

- Pedestals and two-high laterals are stacked three high
- Three-high laterals are stacked two high
- Four- and five-high laterals are floor loaded

Benefits include:

- Less packaging waste
- No pallets to dispose of
- More units per trailer, less trucks to jobsite
- Units are still individually labeled and wrapped for protection

Bulk Packaging

Per request, at time of order entry, Teknion can provide a bulk packaging of the customer order. This mode of packaging works well with jobsites that:

- Have dock-height receiving
- Elevator access

All items that are normally loose packaged will be palletized, specifically pedestals and lateral files. Product can be transported to the floor of the building via pallet jacks, thereby the handling risk of product is reduced. This packaging is not suitable if street off-load is planned. It is, however, very suitable if cross dock of product through a local warehouse is planned or if a local storage scenario is a possibility. This will reduce the risk of handling damage. Simply specify "order must be bulk packed" in the order notes section of your electronic order.

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Environmental Purchasing Responses

- D. Pollution Prevention.** Please state your company’s policy on source reduction. The Pollution Prevention Act defines source reduction to mean any practice that: (1) Reduces the amount of any hazardous substance, pollutant or contaminant entering any waste stream or otherwise released into the environment (including fugitive emissions) prior to recycling, treatment or disposal, and (2) Reduces the hazards to public health and the environment associated with the release of such substances, pollutants or contaminants. The term includes equipment or technology modifications, process or procedure modifications, reformulation or redesign of products, substitution of raw materials, and improvements in housekeeping, maintenance, training or inventory control.

Sustainable development provides the opportunity to achieve significant results in three key areas – the environment, society and business. In support of this goal, Teknion has implemented continuous improvement metrics that reinforce our programs and their results. Each year we formally update our environmental charter and approve it through our executive committee, a process that establishes goals and objectives for the entire business, and at the team and individual levels.

Teknion’s commitment to sustainability practices is reflected in our design, manufacturing and daily operations. These initiatives drive our growth and innovation, strengthen client relationships, are good for business and, of course, the environment. We are committed to continually learning from and evaluating our results to achieve our goal of total sustainability. As part of our ongoing commitment to sustainability, we will continue to set high standards, and challenge the status quo, while always integrating more environmentally sustainable materials and manufacturing processes into our products and systems.

Air Emissions – Stack Testing

Each Teknion facility is required to have a Certificate of Approval issued by the provincial government, which provides authorization to operate. Ontario and Quebec regulations require such approval for both production sources (stacks from drying ovens, spray booths, welding vents, etc.) and non-production sources (stacks from HVAC and unit heaters, boiler stacks). All air emission levels are tested and must fall within the established limit before a Certificate of Approval is issued. In addition, Teknion creates a yearly inventory of Green House Gas emissions and is given a score by CDP. The most recent scores are disclosure 98 and performance B.

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Environmental Purchasing Responses

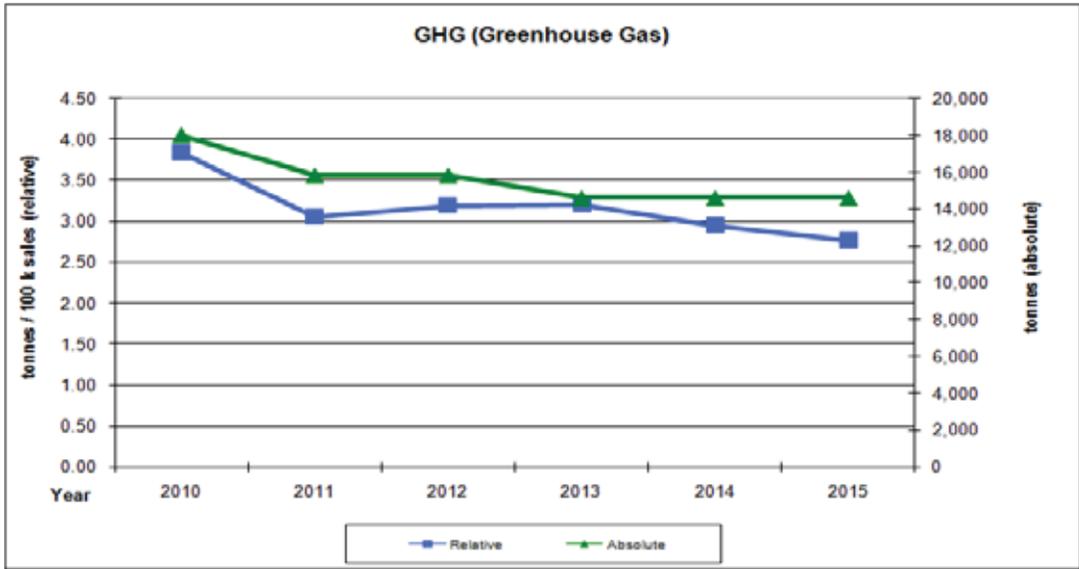
Carbon Off-Sets

Teknion’s first line of defense to reduce carbon is to minimize our carbon releases through reducing the consumption of energy (Heat, Electricity and Transportation) rather than using carbon off-sets. Teknion invests in technology that will reduce at the source. Corporate projects that indirectly reduce carbon include power factor correction, low temperature detergent, de-stratification fans, cleaner and more efficient heaters, automated control systems, dust collectors using controlled variable speed motors, LED Lighting in office space, T8 lighting in manufacturing, and many others. The implementation of these projects is monitored through the ISO 14001 system.

The Ontario electrical grid has developed more renewable energy sources than any other jurisdictions in North America over the past few years; this has also indirectly reduced our carbon emissions. The Federal and Provincial governments are using Teknion's expertise and guidance to help develop plans to reduce carbon emissions in Canada.

Some have described carbon off-sets as a shell game. The carbon is still produced but somewhere else. We believe that the greatest impact on reducing carbon emissions is at the source.

GHG (carbon dioxide): tonnes generated / \$100,000 of sales



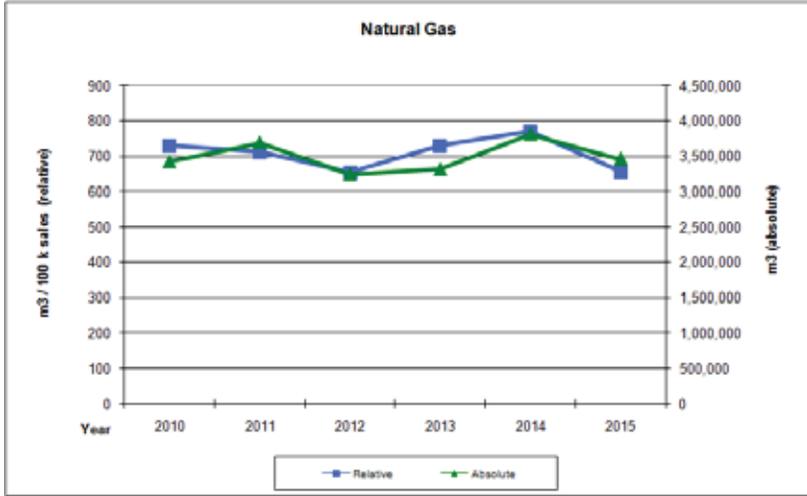
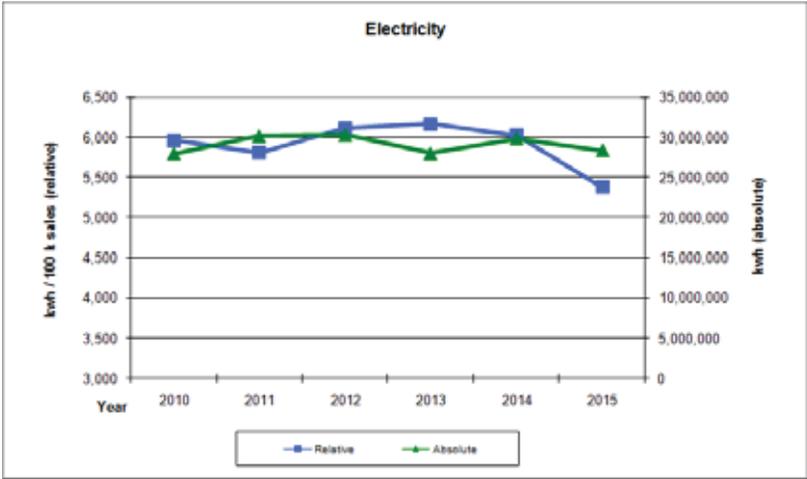
Teknion has had a 16.2 % reduction of GHGs since 2010.

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Environmental Purchasing Responses

Energy Usage

Initiatives for energy reduction have demonstrated year-over-year success, and we report our targets and results annually. Each year we strive for additional gains.



Energy Reduction Examples

Some of the initiatives for energy reduction include simple processes such as:

- The use of BAAN ERP in manufacturing facilities to minimize waste scrap and conserve energy consumption
- Lighting redesign in major plants implementing control measures ensuring prioritization, allowing light where the work process requires it, while reducing light level in other areas.
- Lamps, including LED for office space and T8s and T5s for high bay manufacturing spaces
- Dust collectors using a gate control system at each machine. The number of machines in operation determines the speed of the motor

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Environmental Purchasing Responses

Waste Reduction & Diversion

Waste reduction and diversion are two key targets under our ISO 14001 EMS program. We set annual targets and track our progress. Year over year we are showing success, surpassing our targets. Teknion attempts to reuse material wherever possible. If that is not possible, the material is diverted to a recycling stream.

Reuse and New Uses

- Material usage is optimized through BAAN and sophisticated software
- Off-cuts are reused to make other product
- Precut parts are used to reduce off-cut waste
- Fabric scraps from the production of Elements are used to wrap and protect Teknion’s wood furniture components and powder-coated steel desk accessories during shipment. Significant quantities are baled and routinely contributed to recyclers. Smaller scraps are sent to schools for use in art programs. Leather waste is reused
- When possible, wooden skids are reused. If skids are damaged beyond repair, they are used by an outside service that reduces the skids to small chips for use in animal bedding, fuel logs, roofing shingles, pressboard and chipboard, among other products
- All scrap steel and aluminum are fully recycled. This reduces the requirement for the smelting of new materials, further reducing demands on the environment
- Particleboard waste is used to fuel a Quebec-based boiler or returned to the supplier, who uses it for fuel in its co-generation plant
- PVC off-cuts are returned to the supplier for reuse
- Regrind plastic laminates are used as backing for laminate tops
- Metal scraps are sold to scrap dealers
- Overspray from powder-coat paint is collected for respraying and recycling

Disposal

If neither reuse nor recycling are viable options, Teknion disposes of the material using prudent due-diligence and following the applicable local and federal laws. Our diversion rates have yielded a significant success.

Waste Management Audits

Teknion complies with regulations set by the Ontario Government including minimum recycling requirements and annual waste audits. Teknion verifies waste-stream analysis by the following measures:

- Conducting third-party environmental compliance audits
- Conducting third-party ISO 14001 audits
- Conducting internal audits

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Environmental Purchasing Responses

Water Quality & Usage

Teknion’s major water consumption within manufacturing is from the Powder Coat line and cooling used at welding stations.

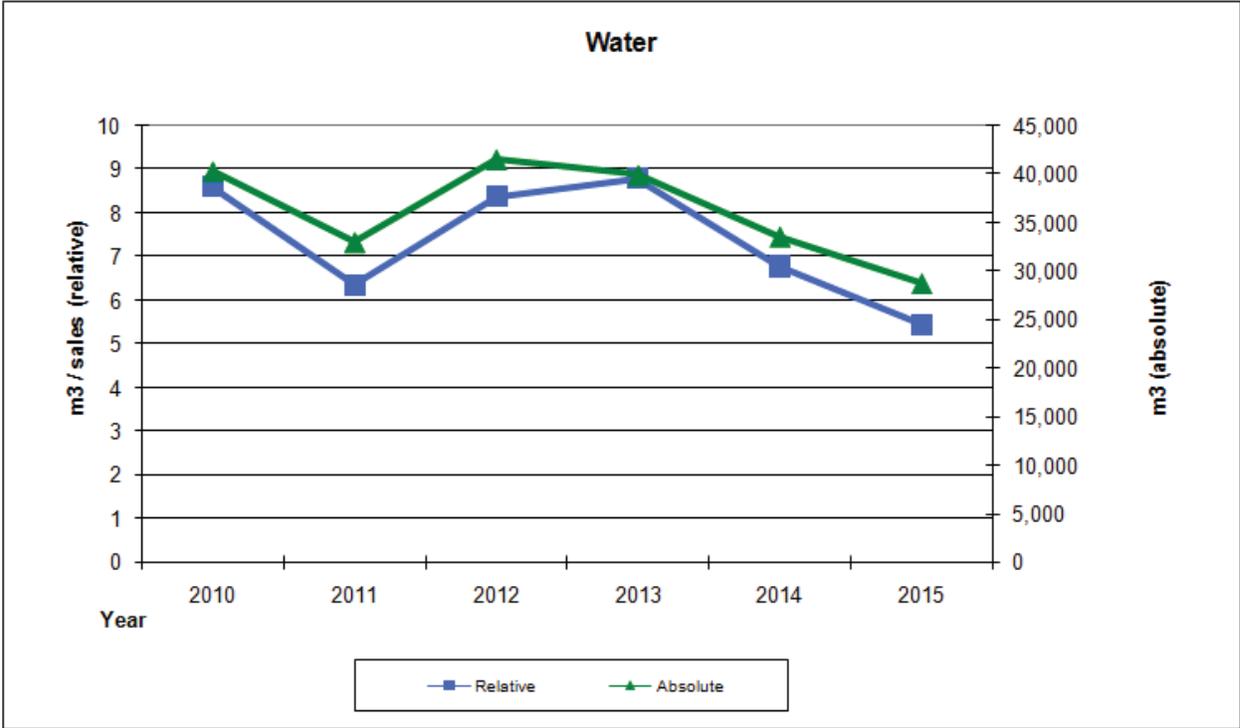
Completed Initiatives

Teknion facilities with powder-coat paint lines have implemented the means of reducing water consumption on the powder coat wash lines and improving the quality of wastewater discharged. Facilities with welding lines have also determined ways of effectively reducing the need for cooling water by installing chiller systems, re-circulating the cooling water to extract heat for other processes and establishing procedures to shut off cooling water when welders are not in operation. Lastly, one innovative plant collects rainwater to supply the reservoir for local fire protection.

Water Discharge

Over the past few years Teknion introduced a new detergent for the powder coat wash lines to a phosphate free detergent. The allowable limit is 10 ppm of phosphate that can be discharged. The new detergent discharges 0ppm of phosphate. Since implementing programs to reduce water in 2005, Teknion has reduced water consumption by 65%. Water usage is continuously measured and controlled through ISO 14001 EMS.

Water Usage



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Environmental Purchasing Responses

- E. Life Cycle Management.** Please state how many times your product may be reused. (Since reusable products generally require more upfront costs than disposable products, they are often subjected to a cost/benefit analysis in order to determine the life cycle cost).

Teknion has established a 25-year base of product in the marketplace, with many original users still maintaining ownership. Teknion products are designed with a design for the environment protocol for extended life through the use of a kit of parts approach. The design approach is reflected in the features for re-fabrication of panel Elements; flexibility of change in Element types including glass, steel and wood; change in specific model panel heights and off-modular capabilities fully utilizing storage units and worksurfaces without width restrictions for panel mounting. It is estimated that Teknion panel systems will serve clients for a minimum of 25-30 years.

Many of the product lines have universal capabilities to integrate. Sharing common hardware, universal metal-to-metal connections, storage and lighting components, allow for a common language and common design vocabulary.

Our architectural products are expected to approach a lifespan similar to traditional construction of a building. With normal use and maintenance, our products will serve the building well and also allow flexibility. Through design, they feature the added benefit of ease of maintenance and replacement of damaged fascias without the disruption and dust involved with drywall repair and construction. The flexibility and ease of reconfiguration allows for additional life span in the built environment.

Required Form 10 – Supplemental Information

Environmental Purchasing Responses

F. End of Life Management. Will the manufacturer or designee accept the product back at the end-of-life? (who pays for the transportation of the product may be situation-specific).

The Teknion EXTEND program was borne from the question “What if we could save money and, at the same time, contribute to the health of the communities in which we operate?” What came next was the successful implementation of the EXTEND furniture management program, which extends the furniture life cycle, saves money for customers, gives back to those communities and diverts furniture from landfill.

Overcoming Complexities

Even customers dealing with complex furniture asset management systems can benefit from EXTEND. A sustainable approach such as this aligns with customers whose core values include caring for the environment and their community. In reality, 68 percent of all commercial furniture ends up in a landfill. However, with a cohesive picture of what furniture inventory is present where, customers can responsibly manage, redeploy, and decommission furniture from all their locations and therefore separate themselves from that statistic.

Thinking through the Entire Furniture Life Cycle

Collaborating with our customers, Teknion develops and executes a strategy to meet the challenges of furniture end of life issues. As an example, Teknion can create a centralized furniture life cycle extension and tracking program that takes on any furniture project, big or small, across the county through a single point of contact. This type of program differs from the standard type of inventory program that focuses on low-hanging fruit with an immediate financial payout: namely, one-off large decommissioning projects in a single building. Rather, the EXTEND program accommodates the needs of any size location, in any area, remote or central. This includes inventory management and redeployment, resale and charitable donations to extend the useful life of the customer’s furniture, as well as recycling at end-of-life to ensure diversion from landfill and positive community impact.

Small Acts, Big Impact

At the start of the EXTEND program, every piece of a customer’s furniture at every location is inventoried and tracked within the Teknion-administered database. This means that Teknion will undertake trivial tasks such as replacing a caster in a branch or shipping several unused desks from Point A to Point B, increasing the benefits when multiplied nationwide. Additionally, the extensive network afforded by Teknion and its logistics and social enterprise partners, CMI and CSR Eco Solutions, enables customers to keep their activities local, whenever possible, thus reducing shipping costs, and further reducing its carbon footprint.

EXHIBIT D – FEDERAL CONTRACT TERMS AND CONDITIONS

This Exhibit is attached and incorporated into the Furniture, Installation, and Related Products and Services (the "Contract") between the City of Charlotte and Teknion LLC (the "Company"). Capitalized terms not defined in this Exhibit shall have the meanings assigned to such terms in the Contract. In the event of a conflict between this Exhibit and the terms of the main body of the Contract or any other exhibit or appendix, the terms of this Exhibit shall govern.

1. **Debarment and Suspension.** The Company represents and warrants that, as of the Effective Date of the Contract, neither the Company nor any subcontractor or subconsultant performing work under this Contract (at any tier) is included on the federally debarred bidder's list listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." If at any point during the Contract term the Company or any subcontractor or subconsultant performing work at any tier is included on the federally debarred bidder's list, the Company shall notify the City immediately. The Company's completed Form 8 – Vendor Debarment Certification is incorporated herein as Form D.1 below.
2. **Record Retention.** The Company certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The Company further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three (3) years after it receives City notice that the City has submitted final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
3. **Procurement of Recovered Materials.** The Company represents and warrants that in its performance under the Contract, the Company shall 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 CFR Part 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.
4. **Clean Air Act and Federal Water Pollution Control Act.** The Company agrees 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).
5. **Energy Efficiency.** The Company certifies that the Company will be in compliance with 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 (Pub. L. 94-163, 89 Stat. 871).
6. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** The Company certifies that:
 - 6.1. No federal appropriated funds have been paid or will be paid, by or on behalf of the Company, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal Loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.

- 6.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Company shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96)].
- 6.3. The Company shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- 6.4. The Company's completed Form 9 –Byrd Anti-Lobbying Certification is incorporated herein as Form D.2 below.
7. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** If the Contract is in excess of \$100,000 and involves the employment of mechanics or laborers, the Company must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, the Company is required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (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 forty (40) hours in the work week. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or purchases of transportation or transmission of intelligence.
8. **Right to Inventions.** If the federal award is a "funding agreement" under 37 CFR 401.2 and the City wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment of performance or experimental, developmental or research work thereunder, the City must comply with 37 CFR Part 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.
9. **DHS Seal, Logo, and Flags.** The Company shall not use the Department of Homeland Security ("DHS") seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
10. The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the City, Company, or any other party pertaining to any matter resulting from the Contract.
11. **Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** In its performance under the Contract, the Company shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, the Company is 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, the Company is required to pay wages not less than once a week.
12. **Copeland "Anti-Kickback" Act (40 U.S.C. 3145).** In its performance under the Contract, the Company shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 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 the Company is 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.

13. **Equal Employment Opportunity.** In its performance under the Contract, the Company shall comply with the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 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 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

REQUIRED FORM 8 – CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

RFP # 269-2019-105

FURNITURE, INSTALLATION AND RELATED PRODUCTS AND SERVICES

The bidder, contractor, or subcontractor, as appropriate, certifies to the best of its knowledge and belief that neither it nor any of its officers, directors, or managers who will be working under the Contract, or persons or entities holding a greater than 10% equity interest in it (collectively “Principals”):

1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any or state department or agency in the United States;
2. Have within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state anti-trust or procurement statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are presently indicted for or otherwise criminally or civilly charged by a government entity, (federal, state or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and
4. Have within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award or in some instances, criminal prosecution.

I hereby certify as stated above:

Jeffrey M. Kraus
(Print Name)


Signature

Vice President Business Operations
Title

08.06.2019
Date

I am unable to certify to one or more the above statements. Attached is my explanation. [Check box if applicable]

(Print Name)

Signature

Title

Date

REQUIRED FORM 9 – BYRD ANTI-LOBBYING CERTIFICATION

RFP # 269-2019-105

FURNITURE, INSTALLATION AND RELATED PRODUCTS AND SERVICES

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

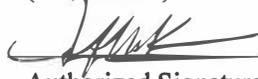
1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96)].
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including all subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Teknion (the "Company") certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Company understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

Jeffrey M. Kraus

(Print Name)



Authorized Signature

08.06.2019

Date

Teknion

Company Name

350 Fellowship Rd., Suite 100

Address

Mount Laurel, NJ 08054

City/State/Zip



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/06/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER HUB International HKMB Limited 595 Bay Street, Ste 900 Toronto, ON M5G 2E3	CONTACT NAME: Louise Lam PHONE (A/C, No, Ext): 416-597-0008 E-MAIL ADDRESS: Louise.lam@hubinternational.com FAX (A/C, No): 416-597-2313
INSURED Teknion LLC 350 Fellowship Road Suite 100 Mt. Laurel, NJ 08054	INSURER(S) AFFORDING COVERAGE INSURER A: Liberty Mutual Insurance Company NAIC # 23043 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 9XA3BA3T REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSD / WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	TB1B71171185019	09/01/2019	09/01/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 2,500 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Contract 2020000610
The City of Charlotte is added as Additional Insured(s) to the Commercial General Liability Policy but only insofar as their legal liability arises, vicariously, out of operations performed by, or on behalf of, the Named Insured.
Blanket Contractual Liability is included under the Commercial General Liability Policy.
These policies shall be primary with respect to, and not contributing to or in excess of, any other similar or complementary insurance maintained by the Certificate Holder unless loss or damage results directly from the negligence or willful act or omission of the Certificate Holder.

CERTIFICATE HOLDER City of Charlotte 600 East Fourth Street Charlotte, NC 28202	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



TEKNLLC-02

KSTAHK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/6/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0019304-1 Hub International Midwest East 1591 Galbraith Ave SE Grand Rapids, MI 49546	CONTACT NAME: Karen Stahr PHONE (A/C, No, Ext): (616) 233-0187 FAX (A/C, No): E-MAIL ADDRESS: karen.stahr@hubinternational.com
INSURED Teknion LLC & Studio TK LLC 350 Fellowship Road Mount Laurel, NJ 08054	INSURER(S) AFFORING COVERAGE INSURER A: Owners Insurance Company NAIC # 32700 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			5212401100	1/14/2019	1/14/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Contract 202000610

CERTIFICATE HOLDER City of Charlotte 600 East Fourth Street Charlotte, NC 28202	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/06/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency LLC Park 80 West, Plaza Two 250 Pehle Avenue, Suite 400 Saddle Brook, NJ 07663

CONTACT NAME: PHONE (A/C, No, Ext): 201 845-6600 FAX (A/C, No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Hartford Underwriters Insurance Company 30104 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

INSURED Teknion LLC 350 Fellowship Road, Suite 100 Mount Laurel, NJ 08054

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes sections for Commercial General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) RE: Contract #202000610 Evidence of Insurance

CERTIFICATE HOLDER CANCELLATION

City of Charlotte 600 East Fourth Street Charlotte, NC 28202

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Wm. G. Gilbert