# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**



Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY**
**CERTIFICATION OF FILING**

**Certificate Number:**
2024-1135950

**Date Filed:**
03/19/2024

**Date Acknowledged:**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

WORKPLACE SOLUTIONS, INC
DALLAS, TX United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

CITY OF NORTH RICHLAND HILLS

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

PUR0006-20220107
OFFICE FF&E

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|---|---|---|
| | | Controlling | Intermediary |
| WORKPLACE SOLUTIONS, INC | DALLAS, TX United States | X | |
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**5 Check only if there is NO Interested Party.** ☐

**6 UNSWORN DECLARATION**

My name is Greg Anderson, and my date of birth is 3/30/1967.

My address is 1505 HI LINE DR STE 100 (street), Dallas (city), TX (state), 75207 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Dallas County, State of Texas, on the 19th day of March (month), 20 24 (year).

Greg Anderson
Signature of authorized agent of contracting business entity
(Declarant)

**Region 4 Education Service Center (ESC)**

**Contract # R191816**

*for*

Furniture, Installation and Related Services

*with*

**Teknion LLC**

Effective: May 1, 2020

The following documents comprise the executed contract between the Region 4 Education Service Center and the Teknion LLC effective May 1, 2020:

I. Vendor Contract and Signature Form
II. Supplier's Response to the RFP, incorporated by reference

## ***APPENDIX A***

## ***CONTRACT***

*This Contract ("Contract") is made as of _____, 2020 by and between* Teknion LLC *("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Furniture, Installation, and Related Services ("the products and services").*

## RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals Number RFP #19-18 for Furniture, Installation, and Related Services ("RFP"), to which Contractor provided a response ("Proposal"); and
WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

1) Term of agreement. The term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right to renew the Contract for two (2) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing three hundred sixty-five days' (365) notice to Region 4 ESC. Notwithstanding the expiration of the initial term or any subsequent term or all renewal options, Region 4 ESC and Contractor may mutually agree to extend the term of this Agreement. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Agreement.

2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.

3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).

4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:

   i. This Contract
   ii. Offeror's Best and Final Offer
   iii. Offeror's proposal
   iv. RFP and any addenda

5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.

6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).

8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.

9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.

10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.

11) TERMINATION OF CONTRACT

   a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:

      i. Providing material that does not meet the specifications of the Contract;
      ii. Providing work or material was not awarded under the Contract;
      iii. Failing to adequately perform the services set forth in the scope of work and specifications;

iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.

c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.

   i) Additional Delivery/Installation Charges: Contractor may enter into additional negotiations with a purchasing agency for additional delivery or installation charges based on onerous conditions. Additional delivery and/or installation charges may only be charged if mutually agreed upon by the purchasing agency and Contractor and can only be charged on a per individual project basis.

d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.

13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.

14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.

16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.

17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

    Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such

purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.

19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.

20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.

21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.

22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.

23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.

24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this

term. If no costs are specified, compliance with this term will be provided at no additional charge.

26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.

29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.

30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.

31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.

32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.

33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws

while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

34) Tariff Surcharges: Contractor has the option to charge a surcharge, as an additional line item, if approved by the purchasing agency. All surcharges must be based on a percentage of total order and must be approved by Region 4 prior to use.

## OFFER AND CONTRACT SIGNATURE FORM

**The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.**

| | |
|---|---|
| **Company Name** | Teknion LLC |
| **Address** | 350 Fellowship Road, Suite 100 |
| **City/State/Zip** | Mount Laurel, NJ 08054 |
| **Telephone No.** | 856.552.5503 |
| **Email Address** | jeff.kraus@teknion.com |
| **Printed Name** | Jeffrey M. Kraus |
| **Title** | Vice President Business Operations |
| **Authorized signature** | |

**Accepted by Region 4 ESC:**

**Contract No.** R191816

**Initial Contract Term** May 1, 2020 **to** April 30, 2023

Margaret S. Bass
Region 4 ESC Authorized Board Member

4/28/2020
**Date**

Margaret S. Bass
**Print Name**

Carmen T. Moreno
Region 4 ESC Authorized Board Member

4/28/2020
**Date**

Carmen T. Moreno
**Print Name**

**Appendix B**

TERMS & CONDITIONS ACCEPTANCE FORM

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

**Check one of the following responses:**

☐ Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.

(*Note: If none are listed below, it is understood that no exceptions/deviations are taken.)*

☒ Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

(*Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.*

If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.)

| Section/Page | Term, Condition, or Specification | Exception/Proposed Modification | Accepted (For Region 4 ESC's use) |
|---|---|---|---|
| Section14/Page 4 | Delivery | Please see attached. | acceptable |
| Section 17/Page 4 | Price Adjustments | Please see attached. | acceptable |
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# Appendix B: Terms & Conditions Acceptance Form

## SECTION 14: DELIVERY

**Requirement**:

Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

**Teknion Response**:

Teknion's products are made to order and therefore cannot be shipped generally within 7 days. We would therefore amend to read as follows: "Conforming product shall be shipped within the lead times published by Teknion from time to time."

## SECTION 17: PRICE ADJUSTMENTS

**Requirement:**

Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

**Teknion Response:**

In the second paragraph, subparagraph 1) should be deleted as Teknion will at times "spot price" by providing additional discounts on a project by project basis, especially for larger procurements. In addition, the word "list" should be added before the word "published" in the last sentence. In other words, if Teknion reduces its published list pricing, those reduced prices will apply to Region 4 ESC.

# REGION 4 ESC/OMNIA PARTNERS

## Solicitation Number: 19-18

## Furniture, Installation, and Related Services

teknion

December 11, 2019

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01

# DRAFT CONTRACT AND OFFER AND CONTRACT SIGNATURE FORM

# RECEIPT OF ADDENDUM NO. 1 ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name Teknion LLC

Contact Person Jeffrey M. Kraus

Signature

Date November 25, 2019

Crystal Wallace
Region 4 Education Service Center
Business Operations Specialist

## OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name: Teknion LLC

Address: 350 Fellowship Road, Suite 100

City/State/Zip: Mount Laurel, NJ 08054

Telephone No.: 856.552.5503

Email Address: jeff.kraus@teknion.com

Printed Name: Jeffrey M. Kraus

Title: Vice President Business Operations

Authorized signature: _____

**Accepted by Region 4 ESC:**

Contract No. _____

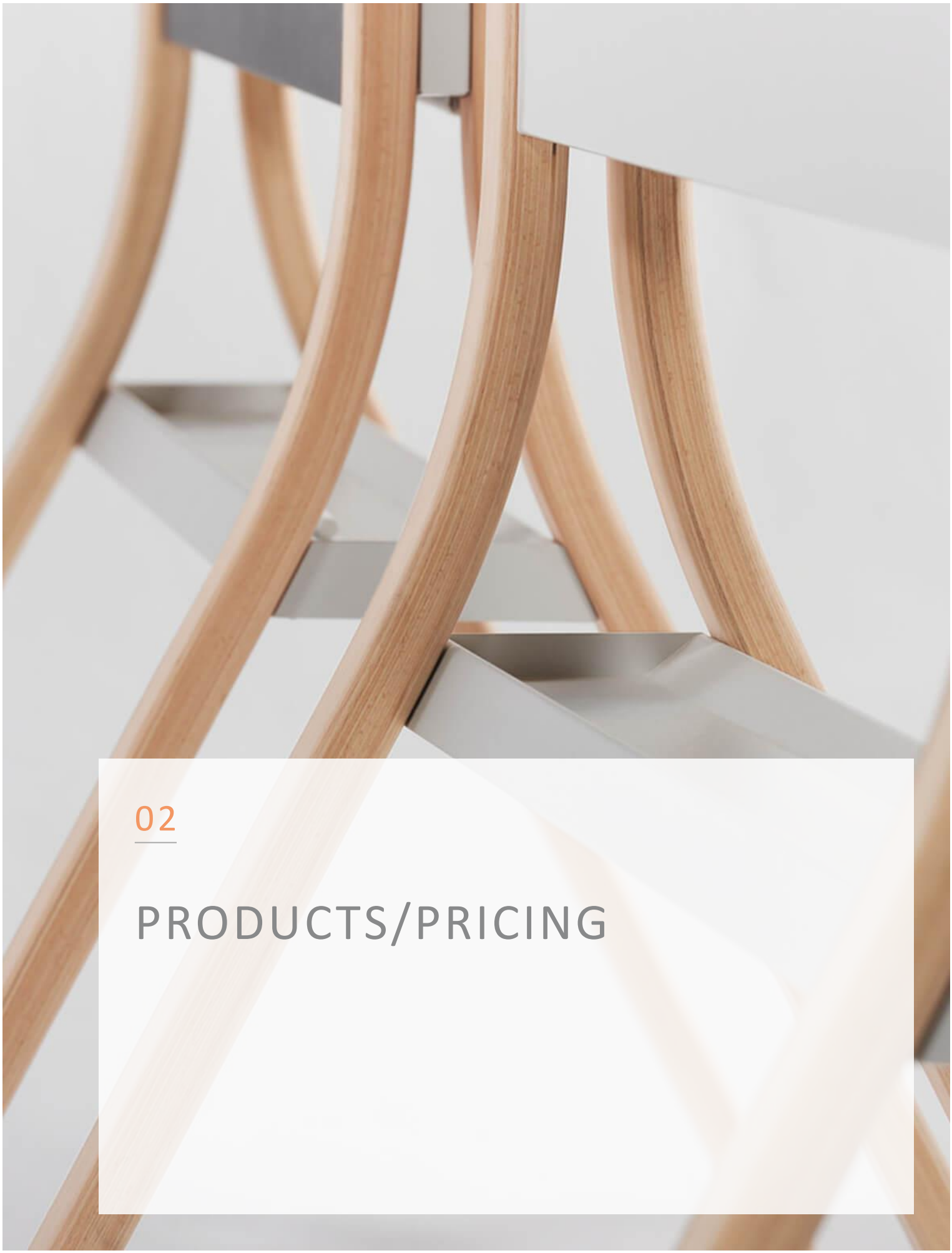
Initial Contract Term_____ to _____

_____ _____
Region 4 ESC Authorized Board Member Date

_____
Print Name

_____ _____
Region 4 ESC Authorized Board Member Date

_____
Print Name



02

# PRODUCTS/PRICING

# Products/Pricing

## DISCOUNT STRUCTURE

| Teknion Product Line | List Value Tier Per Order | Discount off List |
|---|---|---|
| Ability, Complements, District, Filing/Storage, HAB, Interpret, Leverage, Marketplace, Thesis, TOS, Upstage | $1 - $100,000 | 69.33% |
| | $100,001 - $350,000 | 69.33% |
| | $350,001 and Higher | 70.40% |
| | | |
| Altos, Focus, Optos, Tek Booth, Tek Vue | $1 - $100,000 | 69.33% |
| | $100,001 - $350,000 | 69.33% |
| | $350,001 and Higher | 70.40% |
| | | |
| Boulevard | $1 - $100,000 | 65.00% |
| | $100,001 - $350,000 | 65.00% |
| | $350,001 and Higher | 65.00% |
| | | |
| Expansion Casegoods, Expansion Cityline, Expansion Desking, Expansion Training Tables | $1 - $100,000 | 61.00% |
| | $100,001 - $350,000 | 61.00% |
| | $350,001 and Higher | 63.25% |
| | | |
| Teknion Tables and Modular Cabinets | $1 - $100,000 | 57.30% |
| | $100,001 - $350,000 | 57.30% |
| | $350,001 and Higher | 58.00% |
| | | |
| Teknion Seating | $1 - $100,000 | 57.00% |
| | $100,001 - $350,000 | 57.00% |
| | $350,001 and Higher | 59.33% |
| | | |
| Teknion Wood Casegoods (Korato, Modena, Philadelphia, Volterra), Dossier, Expansion Wood, Foundations, Journal, Punt Collection, Custom Solutions | $1 - $100,000 | 55.33% |
| | $100,001 - $350,000 | 55.33% |
| | $350,001 and Higher | 57.25% |
| | | |
| Zones | $1 - $100,000 | 44.50% |
| | $100,001 - $350,000 | 44.50% |
| | $350,001 and Higher | 45.50% |
| | | |
| Studio TK | $1 - $100,000 | 43.75% |
| | $100,001 - $350,000 | 43.75% |
| | $350,001 and Higher | 43.75% |
| | | |
| Xpress | Xpress Discounts match Standard Lead Discounts. Please follow standard Xpress Guidelines for order limitations. | |

# Products/Pricing

## TERMS AND CONDITIONS OF PRICING

1. Discount includes freight to any single destination within the Continental United States.
2. Discounts do not include sales/use tax, inside delivery or installation of products.

03

# PERFORMANCE CAPABILITY

# Evaluation Process and Criteria

## Products/Services/Pricing

I. **Offerors shall provide pricing based on a discount from a manufacturer's price list or catalog, or fixed price, or a combination of both with indefinite quantities. Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from Offeror and the pricing per item. Multiple percentage discounts are acceptable if, where different percentage discounts apply, those different percentages are specified. Additional pricing and/or discounts may be included. Products and services proposed are to be priced separately with all ineligible items identified. Offerors may elect to limit their proposals to any category or categories.**

Teknion is offering a pricing model which prescribes a discount off the list pricing set forth In Teknion's published Price and Product Guides. Generally, each product line has its own Price and Product Guide and is subject to a specific discount although several product lines share the same discount (e.g., District, Leverage, and TOS). This model is Teknion's standard pricing methodology both for commercial and governmental customers.

II. **Include an electronic copy of the catalog from which discount, or fixed price, is calculated. Electronic price lists must contain the following: (if applicable)**

- **Manufacturer part #**
- **Offeror's Part # (if different from manufacturer part #)**
- **Description**
- **Manufacturers Suggested List Price and Net Price**
- **Net price to Region 4 ESC (including freight)**

**Media submitted for price list must include the Offerors' company name, name of the solicitation, and date on a Flash Drive (i.e. Pin or Jump Drives).**

Please see our response above regarding Teknion's pricing model. We have provided the applicable Price and Product Guides on a USB Flash Drive included with our submittal.

III. **Is pricing available for all products and services?**

I. **Please provide pricing for services based on a range, from minimum price per hour to maximum price per hour, with a not to exceed on the maximum price per hour charge.**

Service costs will be quoted on a project by project basis. Generally, these costs will follow Teknion's GSA Schedule as follows:

- Design Services: $59.85/Hour
- Project Management Services: 59.40/Hour
- Installation Services Excluding Walls: Will be based on 15% - 32% of the discounted net price to the customer
- Because the nature of Architectural Wall products and their installation vary significantly from that of furniture, installation rates for Wall products will be determined on a project by project basis.

# Evaluation Process and Criteria

## Products/Services/Pricing

**IV. Describe any shipping charges.**

**I. Describe delivery charges along with definitions for:**

**1. Dock Delivery**

**2. Inside Delivery**

**3. Deliver and Install**

For deliveries within the Continental United States, Teknion utilizes a fleet of contract trucking carriers that deliver our products via standard ground freight. For standard shipments utilizing the method described above, Teknion will bear the cost of freight from our manufacturing facilities in Canada to any single destination within the Continental United States.

- Dock Delivery includes product delivery to the site, the purchaser is responsible for unloading.
- Inside Delivery includes product delivered to the site and unloaded. Costs would be quoted on a project by project basis.
- Deliver and Install include 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.

**V. Provide pricing for warranties on all products and services.**

Teknion warranties cover the parts/equipment needed to properly rectify a warranty related issue.

**VI. Describe any return and restocking fees.**

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.

# Evaluation Process and Criteria

## Products/Services/Pricing

**VII. Describe any additional discounts or rebates available. Additional discounts or rebates may be offered for large quantity orders, single ship to location, growth, annual spend, guaranteed quantity, etc.**

Teknion has provided Region 4 ESC / OMNIA Partners with an aggressive discount structure on all orders.

**VIII. Describe how customers verify they are receiving Contract pricing.**

Teknion utilizes Salesforce.com as its primarily CRM tool. All customers are set up as accounts in Salesforce and all contractual pricing information (discounts, list pricing parameters, additional incentives, etc.) are entered into a customer specific Special Quotation (SQ) and assigned an SQ number. Upon initial set up of the SQ, and upon any revisions, an SQ Notice containing the pertinent contractual pricing information is systematically emailed to the Teknion Regional Manager, Public Sector for the customer as well as to each Teknion dealer who is assigned to the customer.

Orders can be placed directly through Teknion or through our authorized dealer network. As actual purchase orders are entered into Teknion's order entry system, the system validates all pricing parameters against the SQ which, as stated above, reflects the terms of the contract. If there is any discrepancy discovered, an exception report is produced and submitted to the dealer and the Teknion Regional Manager, Public Sector for resolution.

**IX. Describe payment methods offered**.

Teknion's preferred method of payment is either electronic transfer or by check. Teknion will however accept P-Card orders up to $5,000.

**X. Propose the frequency of updates to the Offeror's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the Contract.**

Teknion increases prices only as a direct result of rising raw material, labor and energy costs. Teknion last implemented a price increase on May 27, 2019. Our current prices are in-line with recent competitive list price adjustments and discounting. Teknion's competitiveness and goal of increased market share will not be jeopardized as a result of our most recent price increase. Teknion will continue to provide the best overall value in the industry. Should a price increase occur, the change will be reflected in individual pricing, but the discount will remain unchanged.

**XI. Describe how future product introductions will be priced and align with Contract pricing proposed.**

All future products that fit into a product line that is on contract will receive the discount that applies to that product line. For future products that are a new product line, we will provide discounts that are proportionate to contract pricing.

# Evaluation Process and Criteria

## Products/Services/Pricing

**XII. Provide any additional information relevant to this section.**

Teknion is a vertically integrated company where approximately 80% of the supply chain is under Teknion's ownership. The advantages of this approach are that it provides a high degree of control over the manufacturing of its products, allowing a short manufacturing cycle, and a fast ramp-up capability to address increases in business volume and strong control over product quality. It gives free rein to creativity, allows for extraordinary custom designs, and offers exceptional flexibility on how orders are organized around your needs and expectations. Adjustments others call "specials" are just the way we work.

**Not to Exceed Pricing. Region 4 ESC requests pricing be submitted as not to exceed pricing. Unlike fixed pricing, the Contractor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted. Contractor must allow for lower pricing to be available for similar product and service purchases. Cost plus pricing as a primary pricing structure is not acceptable.**

Teknion will provide lower pricing on a case by case basis. However, any such reduction would not be available generally to all users equally and the reduction would apply in most cases to single orders/projects.

# Evaluation Process and Criteria

## Performance Capability

I. **Include a detailed response to Appendix D, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses should highlight experience, demonstrate a strong national presence, describe how Offeror will educate its national sales force about the Contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.**

Please find Teknion's response to OMNIA Partners Appendix D, Exhibit A in Tab 3, Performance Capability of this response.

II. **The successful Offeror will be required to sign Appendix D, Exhibit B, OMNIA Partners Administration Agreement prior to Contract award. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to OMNIA Partners Administration Agreement on Appendix B, Terms and Conditions Acceptance Form.**

Teknion does not take any exception to the requirements outlined in Appendix D, Exhibit B.

III. **Include completed Appendix D, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.**

Please see Tab 6 for Teknion's completed Appendix D forms.

IV. **Describe how Offeror responds to emergency orders.**

Teknion 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. To further demonstrate our willingness to meet the needs of our customers, Teknion offers a run-through program, whereby many products can be manufactured on an expedited basis to satisfy urgent installation requirements.

V. **What is Offeror's average Fill Rate?**

Teknion's Fill Rate is 95%.

VI. **What is Offeror's average on time delivery rate? Describe Offeror's history of meeting the shipping and delivery timelines.**

Teknion maintains a comprehensive Operational Excellence Program which continuously focuses on streamlining our production throughout our manufacturing facilities. A key element of this program is lead time, on-time delivery and quality. Teknion utilizes a comprehensive Enterprise Resource Planning (ERP) system that synchronizes scheduling at all levels within our supply chain to ensure the highest level of performance with regard to on-time shipments and delivery. Our average "on-time and complete" shipments to our customer are over 95 percent for standard and custom products.

# Evaluation Process and Criteria

## Performance Capability

**VII. Describe Offeror's return and restocking 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.

Should a return need to be made, the Region 4 ESC / OMNIA Partners Member would contact the dealer, who in turn will work with Teknion Customer Service to have the request evaluated, and any restocking charges determined. The Teknion Business Development Manager and/or the dealer will contact the customer to discuss the results and obtain their decision with regard to processing the return.

**VIII. Describe Offeror's ability to meet service and warranty needs.**

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.

For more significant warranty issues, dealers can access the Teknion Corporate Claims Team that is dedicated to ensuring a positive claim experience. This highly experienced team assists with coordinating the necessary resources to resolve even the most difficult issues. While Teknion strives to eliminate claims, when they do occur, we are committed to making the end user whole, as quickly as possible, and allowing for normal business operations to continue in the interim.

# Evaluation Process and Criteria

## Performance Capability

**IX. Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc.**

Teknion commits to achieving the highest standards in customer satisfaction. Alignment with customer expectations is the fundamental metric by which we judge our collective success. We maintain an engagement methodology that is based upon strong project management principals while closely partnering with our dealers and customers to carefully pre-plan all activities. Teknion engages the customer at different intervals during the project process to identify concerns and proactively mitigate or resolve challenges and issues.

In response to the comments, suggestions, and requirements of our dealers and end users, Teknion has aligned its Operations Department into a regional service structure. Each team includes a representative from each Operational function including Technical Services, Customer Service, Project Management, and Service and Claims. A Regional Operations Manager oversees and manages the daily workflow through their specific region.

This regional structure allows Teknion to:

- Align with sales, dealers and end users to enhance our service relationships with all our business partners.
- Work effectively in teams wherein each employee contributes specific expertise but gains exposure to other related functions.
- Manage the continued growth in our business and continually provide superior customer service.

In the United States, Teknion's standard operating hours are Monday to Friday, 8:30 a.m. to 5:00 p.m. EST.

**X. Describe Offeror's invoicing process. Include payment terms and acceptable methods of payments. Offerors shall describe any associated fees pertaining to credit cards/p-cards.**

Teknion issues invoices upon shipment of product. Terms are net 30 days after receipt of the invoice by customer. There are no additional fees associated to credit card/P-card payments, but such methods of payment can be used only for orders under $5,000.

# Evaluation Process and Criteria

## Performance Capability

**XI. Describe Offeror's contract implementation/customer transition plan.**

Teknion currently holds contracts/purchasing agreement with numerous State/Local Governments and Colleges/Universities across the United States. Upon renewal of our contract with Region 4 ESC and OMNIA Partners, Teknion will continue to promote the contract to applicable Contract Administrators/Purchasing of applicable States/Colleges/Universities and will schedule meetings with each to discuss the transition. We note however that such transitioning (including the decision whether to transition or not is within the discretion of the individual entity.

**XII. Describe the financial condition of Offeror.**

Please find a letter from KPMG outlining Teknion's financial metrics for FY 2018 attached hereto.

**XIII. Provide a website link in order to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website's capabilities and functionality.**

Through www.teknion.com, OMNIA Partners will have easy access to product information, planning and specification tools, access to Teknion fabric and finishes, and sustainability information and documents.

Additional information can be housed on an OMNIA Partners specific website through MyTeknion. Information may include notice of award, pricing, contract amendments, marketing materials, Teknion contact information, dealer listings, and more as deemed necessary by OMNIA Partners.

**XIV. Describe the Offeror's safety record.**

Teknion is proud of its safety record which is consistently below the industry average. We are always striving to reduce the number of injuries that occur in our facilities. We constantly collect and analyze health and safety data in an effort to continuously improve all of our systems. Health & Safety metrics are tracked, maintained and reported monthly to the Corporate Health and Safety department. The data is analyzed and reported to senior management on a continuous basis. In addition to tracking the types of incidents that occur (Lost Time, Medical Aid and First Aid) we also collect information on the Injury Type and Body Part injured. We pride ourselves on fostering a culture where Near Miss reporting is encouraged. The reporting of Near Misses allows us to proactively address conditions or potential issues before they result in an actual injury or incident. A corrective action process, to prevent recurrence, exists whenever there is an actual Injury or Near Miss reported.

**XV. Provide any additional information relevant to this section.**

N/A

KPMG LLP
**Chartered Accountants**
Vaughan Metropolitan Centre
100 New Park Place, Suite 1400
Vaughan ON L4K 0J3
Canada

Telephone (416) 228-7000
Fax (416) 224-4671
Internet www.kpmg.ca

**PRIVATE & CONFIDENTIAL**

Mr. Richard Vollering
Senior Vice President, Chief Financial Officer and Secretary
Teknion Corporation
1150 Flint Road
North York, ON
M3J 2J5

March 4, 2019

Dear Richard:

As requested, we are writing to confirm the following key metrics as reported in the Company's audited financial statements for the year ended November 30, 2018 ($'000):

-Total sales..... $ 801,348

-Total assets..... 485,969

-Shareholder's equity..... 318,517

-Net debt..... 19,655

-Net debt to equity ratio…..… 0.06:1

-Current ratio……..…2.15:1

If you require any further information, please do not hesitate to contact us directly.

Yours very truly,

Adriano G Tommasino
*Partner*
*KPMG LLP*
*(416) 224-4682*

/mb

# Evaluation Process and Criteria

## Qualification and Experience

**I. Provide a brief history of the Offeror, including year it was established and corporate office location.**

Teknion is an international designer, manufacturer and marketer of office systems and related products, including storage and filing, seating, casegoods, tables, and ergonomic furniture. Teknion's corporate headquarters is based in Toronto, Ontario, Canada. The U.S. headquarters is located in Mount Laurel, New Jersey.

Since its inception in 1981, Teknion has grown to approximately 3,500 employees worldwide and has approximately 3 million square feet of facilities, including manufacturing plants, showrooms, corporate headquarters and sales offices. The company operates ten manufacturing facilities in Ontario, five in Quebec, one in Alberta, one in North Carolina and three in Malaysia for servicing regional locations.

Today, the company's extensive product portfolio is sold in over 50 countries through a network of more than 385 authorized dealers around the globe. This vertically integrated, worldwide network enables Teknion to deliver exceptional value to our customers – regardless of location – an advantage that has resulted in a significant increase in market share over the past decade. Our exceptional results spring from both strong customer partnerships and ongoing product innovation.

**II. Describe Offeror's reputation in the marketplace.**

Teknion may be one of the world's largest furniture manufacturers, but our business has been built one relationship at a time. Ultimately, business is about people – how we interact, create and innovate – and our products are designed to inspire and to facilitate this interaction. We view an investment in space planning as an investment in both your people and your future, and we take this responsibility seriously, whether it's through the design of forward-thinking products that address workplace trends, or through the establishment of support and service programs backed by a team that we're proud to say is the best in the business. Teknion's long-term, strategic vision is to increase our share of the office furniture market on a worldwide basis by reinforcing and expanding upon the fundamental principles that have guided the development of our company from our modest beginnings over thirty-five years ago.

# Evaluation Process and Criteria

## Qualification and Experience

**III. Describe Offeror's reputation of products and services in the marketplace.**

Teknion has established itself as a company defined by ideas, design intelligence and innovation.

Our products consistently receive top honors at several international design competitions, including Best of NeoCon, International Design Excellence Awards — sponsored by the Industrial Designers Society of America, Good Design Awards — sponsored by The Chicago Athenaeum: Museum of Architecture and Design, Innovation by Design Awards — sponsored by Fast Company, HiP and Best of Year Awards — both sponsored by Interior Design magazine, Red Dot Awards, Spark Design Awards and the Applied Arts Awards.

Our showrooms have been recognized with awards from the IIDA — International Interior Design Association.

Our accomplishments are recognized by publications as diverse as Metropolis, Wall Street Journal, Contract, Huffington Post, Azure, Forbes, Architectural Record, Office et Culture (France) and Die Prese (Germany).

As proud as we are of our many achievements, we are even more excited by the potential that lies ahead. We invite Region 4 ESC / OMNIA Partners to **CLICK HERE** to visit our website for a full listing of Teknion's industry accomplishments and recognition.

**IV. Describe the experience and qualification of key employees.**

At Teknion, our employees are the heart and soul of our business and we feel that our field representation is the best in the business. Those directly associated with Teknion's Public Sector Program, are a focused group of individuals who manage government and education accounts across geography. We support multiple layers of the contracting agency with a dedicated, multi-disciplined Teknion team. The team works with the end users to create and implement timely, cost-effective and appropriate solutions by applying consistent methodology, quality products and skilled service resources.

Please meet your Teknion Public Sector team on the following pages.

**Steve Hindle**
Director, Public Sector Programs

Steve began his career in the contract furniture industry in 1982. His experience includes dealer sales and sales management and manufacturer's sales and senior management roles for major manufacturers in the industry. Steve transitioned into the government segment of the industry in 2000. In April 2002 he joined Teknion as Director, Public Sector Programs. Steve has had found great success in establishing and maintaining contracts with the GSA National Furniture Center over the years and has developed a proficient knowledge of the rules for both state and federal procurement.

# Evaluation Process and Criteria

## Qualification and Experience

**Allison Harrington**

Regional Manager, Public Sector, South Central

Allison brings with her a diverse set of experiences that make her a valuable asset to Teknion's sales team. Prior to joining Teknion in the winter of 2018, Allison was the Director of Portfolio Sales and Brand Management for a large real estate investment firm based out of New York City. Allison also left her mark as a Regional Marketing and Leasing Specialist for a best-in-class property management firm based in Atlanta and covering the Texas region. Allison studied at the University of Tennessee-Knoxville and has received recognition amongst her peers for her strong customer service and leadership skills.

**Bill Richards**

Senior Regional Manager, Public Sector, Mid-Atlantic

Bill possesses a wealth of industry knowledge and experience. He joined Teknion in August 2002, the time at which Teknion began the process of obtaining a direct GSA Contract with the Federal Government. In December 2007, Bill was promoted to his current position of Senior Regional Sales Manager, Public Sector. Bill's expertise includes GSA sales management, sales and marketing strategies, the development of new business, dealer relations, and contract negotiation. Bill is also a LEED Accredited Professional. Bill is a valuable asset to the Teknion Project Management team and will lend his experience and understanding of what it takes to ensure that Teknion is responsive to the customer's needs.

**David Moorad**

Senior Regional Manager, Public Sector, Southeast

David brings an established track record of consistently exceeding expectations and adding value to every interaction. After serving in the US Army, David began his career in the contract furniture industry. Prior to joining Teknion in June 2011, David held the position of Vice President of GSA Sales for AIS. He also created and managed a multi-line rep group in Georgia. In his handling of all projects, the development and preservation of customer relationships is at the forefront. He focuses on creating positive synergies, developing mutually beneficial opportunities and building relationships with specialized focus on strategic and tactical planning, contract negotiations, conflict resolution, and customer service. David was promoted to his current role as Senior Regional Sales Manager, Public Sector in January 2014.

**David Skinkis**

Senior Regional Manager, Public Sector, California

David brings an impressive level of industry sales and marketing experience to Teknion's Government Program. Prior to joining Teknion in March 2012, David held the position of Government Sales Manager at Herman Miller. He also worked with Knoll/Westinghouse as Territory Manager and as VP Government Sales at Knoll dealerships in Southern California. David's expertise on government clients spans the entire breadth of the vertical market, from Federal to State/Local, and including affiliated markets that access nationwide contracting vehicles.

# Evaluation Process and Criteria

## Qualification and Experience

**Leonard Chapman**

Senior Regional Manager, Public Sector, North Central

Leonard started in the contract furniture industry in 1977, with a focus on the Government market beginning in 1981. Leonard brought this market knowledge and experience to Teknion in June 2003. Today, Leonard plays an integral role in the development and maintenance of numerous Teknion Federal, State, and Municipal Government contracts and Educational Business partnerships. He has exceptional skills in the utilization of small business concerns including MBE/DBE/WBE, and 8A programs to facilitate corporate positioning with minority participation. Leonard has conducted two WBE seminars in Chicago for the North Central Region. Based on his proven leadership, Leonard was promoted to his current position as Senior Regional Sales Manager, Public Sector in December 2008

**Scott Montemerlo**

National Program Manager, Education

With an impressive history in the furniture industry, Scott joined Teknion in April 2014 and for several years performed the dual role of Business Development Manager and A&D Market Manager in New England. During this time, he worked with schools such as Cornell University, University of Vermont, Worcester Polytechnic Institute, Brown University, University of Connecticut, and Massachusetts Institute of Technology as well as leading A&D firms on a variety of classroom, office, and social space projects in New England. In early 2019, Scott was promoted to National Program Manager, Education. Scott developed and facilitates a design solutions map about the Classroom of the Future. Scott is the author the CEU titled "Designing for Health: Creating a Happy and Healthy Campus" and the co-author and lead facilitator of the CEU entitled, "Mind Over Space: Neurodiversity and Learning Spaces of the Future" created in partnership with Thomas Jefferson University. Throughout his career, Scott has earned recognition for his skills in account management, sales management, customer service, project management, and marketing.

**Angie Hoffman**

Contract Administrator

Angie started with Teknion in October 1999. She has managed Teknion's SPIFF and discounting programs. She became Contract Administrator for Teknion's GSA program in 2007. She assumed the same role and responsibilities for Teknion's Education program in 2014. Angie is responsible for the administrative processing of all Government and Educational contracts. She develops and maintains tracking for each, including reporting, compliance and payment, and pricing and discounting. She is available to troubleshoot any issues pertaining to the contracts.

# Evaluation Process and Criteria

## Qualification and Experience

**V. Describe Offeror's experience working with the government sector.**

Since 1987, Teknion has had experience in working with State, County, and City governments throughout the United States. In 2002, Teknion created a vertical market team that focused on public sector agencies, and has participated in state, county and city contracts with public agencies in numerous states. Since 2013, Teknion added national cooperative agreements to its Government program, and expanded our governmental focus to include the Education market sector.

**VI. Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.**

None within the last five years.

**VII. Provide a minimum of 10 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.**

Please see Tab 4, Qualification and Experience, for Teknion's references.

**VIII. Provide any additional information relevant to this section.**

Above all else, Teknion is guided by a vision of unexcelled service to the business and institutional community. That vision extends beyond the present to evolving business needs and encompasses a rare breadth of customer-driven solutions that are grounded in our commitment to offering the highest level of product design, quality, and service in the contract furniture industry worldwide. Teknion provides intelligent, pragmatic products for our customers' specific requirements as new technology and emerging work styles develop. It is Teknion's goal to extend our customers' business objectives through a relationship of trust that transcends the technicalities of formal contracts to mutually generated benefits. As our customers succeed, so does Teknion, which we consider the essence of partnership.

# Evaluation Process and Criteria

## Value Add

I. **Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.**

Please refer to Tab 5, Value Add, for Teknion's Value Add services.

# OMNIA Partners, Exhibit A

## Teknion Response: Company

**A. Brief history and description of Supplier.**

Teknion was founded 36 years ago with a single product and a singular vision. The product was T/O/S. The vision was Saul Feldberg's. A businessman of rare acumen, he saw that the world was changing as rapidly as technology was advancing, including the nature of work and the form and function of the working environment. Saul saw an opportunity and established Teknion. Teknion began as an unproven venture with an uncharted future. It became a company that could respond quickly, adapting to the evolving demands of a technology-enabled workplace. In 1983, David Feldberg joined and in 1994 he stepped into the position of company President and CEO.

Under his astute leadership Teknion began to form ties with the world's leading architects and designers and win major projects with both Fortune 500 companies, and the rising stars of Silicon Valley. Teknion is now an international company with a worldwide network of offices, showrooms and dealers. Yet, we remain a company with a youthful entrepreneurial spirit, privately held by a Canadian family whose roots in the furniture industry run deep. The story of Teknion is one of growth and innovation. Saul Feldberg's vision is still very much alive in our corporate values and in our culture. We remain a company defined by design – as a mindset, as a process and as a tool for innovation and positive change. It is the very essence of what we do.

**B. Total number and location of sales persons employed by Supplier.**

To the benefit of our customers, Teknion maintains a decentralized organizational structure, placing senior account representatives, operational teams, technical experts and ancillary support staff in regional field locations. This structure promotes local decision-making, ensures responsiveness and establishes clear communication lines for our customers. As such, Teknion has structured its sales force in a way to effectively meet and service customer requirements. This structure includes a sales hierarchy of Regional Vice Presidents and Business Development Managers. For more specialized sales needs, Teknion also maintains a unique complement of industry-focused salespeople who service the A&D, Educational, and Healthcare and Government sectors.

- Northeast Region: 8
- New York Region: 12
- Mid-Atlantic Region: 11
- Southeast Region: 12
- North Central Region: 12
- South Central Region: 14
- Northwest Region: 17
- Northern California: 10
- Southern California: 9

# OMNIA Partners, Exhibit A

## Teknion Response: Company

**C. Number and location of support centers (if applicable) and location of corporate office.**

Teknion's corporate headquarters is based in Toronto, Ontario, Canada. The U.S. headquarters is located in Mount Laurel, New Jersey. Teknion has showrooms in the following locations:

- Atlanta, Georgia
- Boston Massachusetts
- Chicago, Illinois
- Dallas, Texas
- Los Angeles, California
- New York, New York
- San Francisco, California
- Washington D.C.

**D. Annual sales for the three previous fiscal years.**

Teknion's annual sales have averaged approximately $800MM over the last 3 years.

**E. Submit FEIN and Dunn & Bradstreet report.**

Teknion's Information is as follows:

- FEIN: 22-378-5040|
- Dun & Bradstreet: 19-476-0385
- Teknion LLC is a wholly owned subsidiary of Teknion Corporation, a Canadian company, and as such, we are not required to report to Dun and Bradstreet.

**F. Describe any green or environmental initiatives or policies.**

As a manufacturer, our priority is to minimize the environmental impact of our activities. Guiding these efforts are a set of Foundation Programs. We have carefully selected these programs based on our ability to use them as tools to raise the bar for our industry and ourselves. They also drive transparency and accountability through the use of third-party auditing and reporting.

Where we can, we are writing a new script for advancing sustainability for employees, our customers, our community and our planet. In our 2018 Impact Report, we share our activities and document these efforts and the voices of those we impact.

Please **CLICK HERE** for electronic access to the Teknion 2018 Impact Report. For further information on Teknion's sustainability initiatives and the programs guiding our efforts, please **CLICK HERE** to access Teknion's 2019 Environmental Charter.

# OMNIA Partners, Exhibit A

## Teknion Response: Company

**G. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program.**

Teknion regards supplier diversity as a proactive business process of sourcing products and services from previously under-used suppliers. Because Teknion's production facilities are not located within the United States and because of the degree of vertical integration within the Teknion corporate group, there are limited opportunities in the production facilities to outsource manufacturing processes to diverse suppliers. We do work to meet these requirements within the United States, however, by subcontracting design/specification, project management, installation and similar services to diverse suppliers, primarily Teknion's authorized dealers, which are WBE, MBE, VOSB, SDVOSB, and Hub Zone entities.

Teknion's Supplier Diversity/Small Business Initiative promotes an inclusive business environment for the benefit of the company and our customers. We work with the following business concerns to develop innovative, cost-effective solutions that fuel our mutual growth:

- Small businesses
- Small disadvantaged businesses
- Small woman-owned businesses
- Historically Underutilized Business (HUB) Zone businesses
- Veteran-owned small businesses
- Service-disabled Veteran-owned small businesses
- Certified woman-owned businesses
- Certified minority-owned businesses

**H. Describe any historically underutilized business certifications supplier holds and the certifying agency. This may include business enterprises such as minority and women owned, small or disadvantaged, disable veterans, etc.**

Teknion is considered a large business. Please see our response to Letter G above regarding our Diversity Program.

# OMNIA Partners, Exhibit A

## Teknion Response: Company

**I. Describe how supplier differentiates itself from its competitors.**

When Teknion provides a product and service, we commit to excellence in all matters. This provides our customers with the best value solution in initial first costs as well as future ownership and maintenance costs. Teknion feels that the following are the most unique qualities that differentiate us from our competitors:

- **Customer Focus** – Since Teknion's entry into the market in the early 1980's, our approach to satisfying customer requirements has separated us from our competitor's. We are set apart by our real interest in down-to-earth problem-solving. We have built strong relationships with our customers: long-term partnerships supported by our commitment to innovation that advance our customers' interests. Above all else, we are guided by our Value Proposition for Service and Supply.
- **Product Leadership** – Teknion is adept at creating products that provide powerful workplace solutions for business. All Teknion products reflect the strength of our commitment to exceptional design and quality, and our designs have garnered some of the contract furniture industry's most prestigious awards.
- **Quick Response** – Our entrepreneurial philosophy and decision-making policies allow us to move quickly to meet the evolving needs of business. We have proven our ability to swiftly translate new trends into innovative products or enhancements. We also believe that our entrepreneurial approach makes Teknion more flexible, more creative, and easier to work with than many of our competitors.
- **People and Partnerships** – People and partnerships are keywords at Teknion. We take seriously our responsibility to our customers and to the millions of people who work within the office environments that Teknion has helped to create. It is our goal to develop mutually rewarding partnerships with our customers and to serve the people who use our products.
- **Representation** – Teknion feels that its field representation is the best in the business. Teknion's direct sales force along with an experienced, professional dealer network provides not only sales expertise, but also real customer services throughout the course of our customer relationships. In addition to the everyday, on-site services that our dealers provide, we count on our employees to be actively involved in making sure that our team is performing to the best of its ability.
- **Attitude** – We at Teknion have always considered ourselves fortunate to be chosen as a supplier to our customers. We take this responsibility seriously and never take our success for granted. We believe that our customers are the reason for our success.

# OMNIA Partners, Exhibit A

## Teknion Response: Company

**J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.**

None within the last five years.

**K. Felony Conviction Notice: Indicate if the supplier**

**a. is a publicly held corporation and this reporting requirement is not applicable;**

**b. is not owned or operated by anyone who has been convicted of a felony; or**

**c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.**

Letter b. Teknion is not owned or operated by anyone who has been convicted of a felony.

**L. Describe any debarment or suspension actions taken against supplier.**

There has not been any debarment or suspension activities taken against Teknion.

# OMNIA Partners, Exhibit A

## Teknion Response: Distribution, Logistics

**A. Describe the full line of products and services offered by supplier.**

**Product**

Teknion offers an extensive portfolio of products for our customers. We are an international designer, manufacturer and marketer of office systems and related products, including storage and filing, seating, casegoods, tables, and ergonomic furniture. Please **CLICK HERE** for a complete listing of Teknion's Product Portfolio.

**Services**

In addition, working with our dealer partners, we also provide a wide-ranging menu of services. Please refer to Item B, below for a list of these services.

**Teknion Value-Added Services**

Teknion's real interest in down-to-earth problem solving has resulted in strong alliances with our customers. As part of our account management methodology, the Region 4 ESC and OMNIA Partners will benefit from the following value-added services:

- **Value Engineering** – In concert with authorized dealers, Teknion will provide value-engineering services. After a careful analysis of customer transactions, from order entry to punch list completion, Teknion can determine where improvements can be achieved, i.e., reduction of cycle or installation time through the use of different packaging/shipping/staging/assembly techniques.
- **e-Commerce** – e-Commerce capabilities will result in procurement efficiencies such as paper processes reduction and shortened timelines.
- **Quality Performance Audit** – Teknion will rely on professionally developed audit surveys to measure customer satisfaction and identify areas of improvement. These surveys are designed to be conducted during initial installations, and then semi-annually thereafter, will develop the cornerstone for your product and service issue expectations.
- **Training Roadshow** – Teknion will work with our dealer network to provide training and introductions on Teknion's products to the appropriate personnel. Training on Teknion's products and programs will be crucial for a successful
- **Workplace Research** – Teknion interacts with current and prospective customers and analyzes emerging trends in the workplace to determine what, if any, impact these trends have on productivity.
- **Ergonomics Consulting** – Teknion can provide ergonomics consulting for our customers upon request

# OMNIA Partners, Exhibit A

## Teknion Response: Distribution, Logistics

**B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.**

Teknion products are distributed through a worldwide network of authorized dealers. These dealers are trained on all aspects of the Teknion product line including, but not limited to, specification, installation, and product application. Our dealer network works closely with Teknion's sales and operations department to ensure that Teknion customers receive a high level of local customer service. Our network of approximately 240 across the United States provides a variety of additional services to its customers. Teknion, through its Service Level Agreement with each dealer, ensures the following services are available, at a minimum:

- Process management, including customer meetings, project documentation, management reports, formal punch list procedures, formal warranty process
- Product application, layout and specification, including block plans, space allocation review, furniture plans and typicals, product application strategies, site visits, furniture standards program support, complete project pricing matrices
- Order management, including review of specification, electronic ordering, and verification of acknowledgments
- Project management, including management of processes, product application and order fulfillment, installation supervision and daily monitoring of project status
- Installation and reconfiguration, including coordination of all installation activities, site inspections, field measurements, coordination with Teknion on product shipment, product receipt, inspection and staging, and communication on punch list issues
- Product servicing, including warranty service, repair and preventative maintenance

The core values of Teknion are exemplified throughout our dealer network as Teknion dealers tend to be entrepreneurial in style and very committed to customer satisfaction. Teknion dealers have web access to their orders enabling them to respond in a very timely manner to customer questions and requests, which we believe is a critical need in today's business environment.

# OMNIA Partners, Exhibit A

## Teknion Response: Distribution, Logistics

**C. Describe how Participating Agencies are ensure they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.**

Teknion utilizes Salesforce.com as its primarily CRM tool. All customers are set up as accounts in Salesforce and all contractual pricing information (discounts, list pricing parameters, additional incentives, etc.) are entered into a customer specific Special Quotation (SQ) and assigned an SQ number. Upon initial set up of the SQ, and upon any revisions, an SQ Notice containing the pertinent contractual pricing information is systematically emailed to the Teknion Regional Manager, Public Sector for the customer as well as to each Teknion dealer who is assigned to the customer.

Orders can be placed directly through Teknion or through our authorized dealer network. As actual purchase orders are entered into Teknion's order entry system, the system validates all pricing parameters against the SQ which, as stated above, reflects the terms of the contract. If there is any discrepancy discovered, an exception report is produced and submitted to the dealer and the Teknion Regional Manager, Public Sector for resolution.

**D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.**

This is not applicable to Teknion.

**E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.**

Teknion does not have distribution facilities, rather we are a just-in-time manufacturer. Our manufacturing business is described as a high mix, low volume manufacture of made to order office systems and related furniture products. Teknion maintains a just-in-time manufacturing program to produce a full line of standard and custom products, of which 70 percent are configured to order and the remaining 30 percent are customized to order. 'Customized to order' are products that have been specifically modified or designed to meet specific customer needs.

Teknion is a vertically integrated company where approximately 80% of the supply chain is under Teknion's ownership. The advantages of this approach are that it provides a high degree of control over the manufacturing of its products, allowing a short manufacturing cycle, and a fast ramp-up capability to address increases in business volume and strong control over product quality. Teknion manufacturing occupies approximately 3 million square feet of production space across 18 manufacturing business units and 3 logistics centers. Teknion has ensured that all manufacturing sites are ISO 9001 and ISO 14001 certified. Please see our response to Letter B above, regarding our distribution network in the United States.

# OMNIA Partners, Exhibit A

## Teknion Response: Marketing and Sales

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

   i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days

   ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners, Public Sector team within first 90 days

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

   i. Creation and distribution of a co-branded press release to trade publications

   ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days

   iii. Design, publication and distribution of co-branded marketing materials within first 90 days

   iv. Commitment to attendance and participation with OMNIA Partners, Public Sector at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement

   v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners, Public Sector for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners, Public Sector.

   vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement

   vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)

# OMNIA Partners, Exhibit A

## Teknion Response: Marketing and Sales

**viii. Dedicated OMNIA Partners, Public Sector internet web-based homepage on Supplier's website with:**

- **OMNIA Partners, Public Sector standard logo;**
- **Copy of original Request for Proposal;**
- **Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;**
- **Summary of Products and pricing;**
- **Marketing Materials**
- **Electronic link to OMNIA Partners, Public Sector's website including the online registration page;**
- **A dedicated toll-free number and email address for OMNIA Partners, Public Sector**

Teknion will promote the OMNIA partners contract to the eligible participating agencies and schools utilizing the following marketing and sales initiatives in the first ninety days. Please see a sample of co-branded Marketing material at the end of our initial 90-day plan.

**INITIAL 30-DAY PLAN**

- Internal sales announcement from senior management delivering details of this important award
- Create and distribute a co-branded press release to selected industry publications and social media sites
- Create and implement direct links on both Teknion and OMNIA Partners websites directing users to the respective homepage
- Schedule a Teknion Sales Meeting with all Regional Government and Education Sales Manager in the US to discuss a nationwide training program
- Begin development of custom Teknion/OMNIA Partners brochure to include product overview, program summary, Teknion team members/contact information, Teknion showroom/dealer listing

# OMNIA Partners, Exhibit A

## Teknion Response: Marketing and Sales

**30-60 DAY PLAN**

- Update the OMNIA Partners website on MyTeknion for easy member access to notice of award, pricing, contract amendments, customer registration, etc. and product & environmental
- Provide a direct link on Teknion's corporate website to ordering information, Teknion contact information including Sales and applicable internal departments, dealer listing and FAQ's.
- Conduct individual Regional Sales Training with key team members of Teknion's sales teams including Regional Vice Presidents, Business Development Managers, A&D Market Mangers and Regional Public Sector Sales Managers for each geographic region to review contract terms, marketing strategy and sales opportunities. We invite OMNIA Partners to assist in conducting this training.
- Develop marketing strategy within each region that will inform participating agencies on the diversity options of Teknion distribution, including MBE/WBE/SBE, 8a, Veteran-owned business, Service-Disabled Veteran Owned, etc.
- Develop and initiate direct mail campaign to OMNIA Partners participating agencies announcing the Teknion/OMNIA Partners partnership, highlighting the newly developed and implemented marketing tools.

**60-90 DAY PLAN**

- Regional Dealer training to discuss contract terms and conditions, distribute OMNIA Partners brochure and listing of OMNIA Partners members with emphasis on mandatory sales and marketing plan to target introductory calls to eligible customers. This to be a combination of webinar and on-site meetings. We invite OMNIA Partners to assist in conducting this training.
- Identify and develop target client list for each region, incorporate into FY20 territory sales and marketing plans.
- Engage OMNIA Partners field sales staff to Teknion field sales team. Utilize this OMNIA Partners resource in new business development.
- Teknion Field Sales Management to contact all industry professional National Associations (SCUP, NASPO, NIGP, NAEP) to schedule regional meetings to introduce, leverage contacts, learn of marketing and trade show opportunities sponsored by these national organizations to participate.
- Contact with eligible agencies/schools to participate in trade and tabletop shows introducing Teknion and OMNIA Partners.

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# The Smart Choice for Public Sector Design

Teknion's furniture connects people, technology and spaces—delivering integrated, sustainable design for government, education and nonprofit agencies nationwide.

## About Teknion

Teknion is a global brand with a local feel, committed to empowering people through design. Our story starts over 30 years ago, and that story is still evolving and challenging what's possible every day. Teknion is a little bit different—more approachable, more open to collaborative investigation, more focused on the right solution for each client.

At Teknion, we embrace change and its innate possibilities, integrating sustainable principles and practices into the design, manufacturing and marketing of our products. We also make 90% of what we sell! True vertical integration means that we can deliver outstanding overall value, offering the best initial price to buy, maintain and own your new office furnishings.

Teknion's corporate headquarters is in Toronto, Ontario, and our U.S. headquarters is in Mount Laurel, New Jersey.

For more information visit www.teknion.com

## About OMNIA Partners

OMNIA Partners, Public Sector is the nation's largest and most experienced cooperative purchasing organization dedicated to public sector procurement. Their immense purchasing power and world-class suppliers have produced a comprehensive portfolio of cooperative contracts and partnerships, making OMNIA Partners the most valued and trusted resource for organizations nationwide.

Our contract with OMNIA Partners was competitively solicited and awarded by Region 4 ESC.

**Contract number: R142214, Furniture and Installation**

**Contract duration: May 1, 2015 to April 30, 2020**

For more information visit www.omniapartners.com/publicsector/contracts/supplier-contracts/teknion-llc

## Contact Information

| | | | |
|---|---|---|---|
| NC, SC, GA, TN, AL, FL | David Moorad | 404.457.9191 | david.moorad@teknion.com |
| LA, MS, TX, OK, AR, CO, WY | Allison Harrington | 737.781.9004 | allison.harrington@teknion.com |
| VA, DC, MD, DE, NJ, PA (except Pittsburgh) | Bill Richards | 202.246.8582 | bill.richards@teknion.com |
| MI, IL, WI, OH, IN, IA, KY, MO, NE, KS, MN, ND, SD, and Pittsburgh | Leonard Chapman | 312.933.7366 | leonard.chapman@teknion.com |
| CA, NV, OR, WA, ID, AK, HI, AZ, NM, UT, MT | David Skinkis | 213.700.4862 | david.skinkis@teknion.com |
| NY, MA, CT, RI, ME, VT, NH | Scott Montemerlo | 860.227.4910 | scott.montemerlo@teknion.com |

## For more information

**Steve Hindle**
Director, Public Sector
410.300.9955
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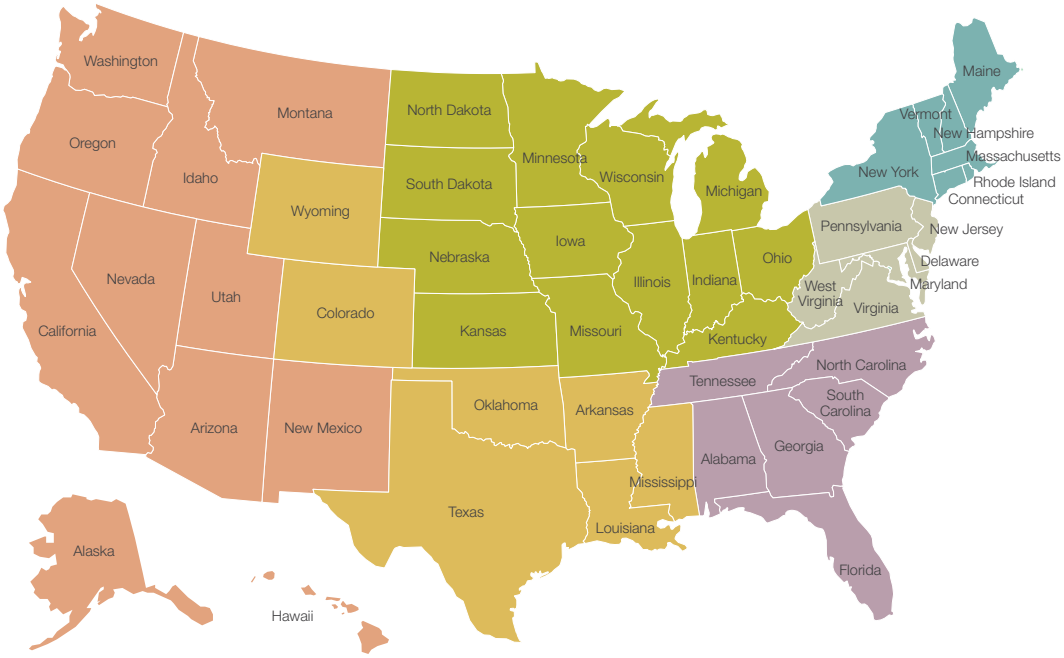


OMNIA® PARTNERS

NATIONAL IPA EXPERIENCED • FOCUSED • TRUSTED

U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE

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# OMNIA Partners, Exhibit A

## Teknion Response: Marketing and Sales

**C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners, Public Sector. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.**

Teknion's Director, Government Sales will lead this training process. Teknion Regional sales teams will assemble for a Contract Kick--off Meeting and will facilitate the team working through a planned agenda that includes:

- Identification of contract objectives/terms/conditions, critical dates, obstacles and factors for success
- Clarifications of OMNIA Partners' expectations
- Establishment of uniform understanding of scope, scale and schedule
- Clarification of team roles

Overall, this training will afford OMNIA Partners and its partner agencies confidence in Teknion's ability to successfully manage this contract throughout the US.

Teknion currently has cooperative contracts with the following:

- Omnia (National IPA) - Region 4 ESC lead agency Contract #R142214
- Sourcewell Contract #031715-TKN
- FCCC - regional cooperative in CA Contract #CB-255-18
- CSU - CA State University System Contract #2018.000471 (this is a sister contract to FCCC)

Any resultant Master Agreement with OMNIA Partners will be positioned as the primary Cooperative Contract.

**D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners, Public Sector and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners, Public Sector logo will require permission for reproduction, as well.**

Teknion agrees to provide OMNIA Partners with our corporate logo with the understanding that any and all marketing pieces, newsletters, emails, printed materials and the like are submitted to Teknion prior to release for review and approval of Teknion logo usage.

# OMNIA Partners, Exhibit A

## Teknion Response: Marketing and Sales

**E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners, Public Sector. All sales materials are to use the OMNIA Partners, Public Sector logo. At a minimum, the Supplier's sales initiatives should communicate:**

**i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency**

**ii. Best government pricing**

**iii. No cost to participate**

**iv. Non-exclusive**

Confirmed.

**F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:**

- **Key features of Master Agreement**
- **Working knowledge of the solicitation process**
- **Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners, Public Sector**
- **Knowledge of benefits of the use of cooperative contracts**

The basis for success in this initiative is training. Training of our field sales and or dealers will provide the confidence to demonstrate the benefits of the OMNIA Partners contract to eligible entities. Teaming with the OMNIA Partners field staff when possible provides additional resource in the field to support our business development program. The keys to promoting the OMNIA Partners /Teknion partnership include:

- Significant upfront savings and efficiencies (eliminates need for bidding)
- Competitively awarded agreements allow for easy and immediate access
- Agreements meet agency "piggy--backing" requirements
- Aggregating spend results in increased savings
- Public agency resources are freed to pursue other strategic initiatives

With the OMNIA Partners contract award, Teknion's commitment of marketing, field sales and distribution, along with the resources and support of your organization, we know this will be a very successful and profitable partnership.

# OMNIA Partners, Exhibit A

## Teknion Response: Marketing and Sales

**G. Provide the name, title, email and phone number for the person(s), who will be responsible for:**

**i. Executive Support**

Jeff Kraus, Vice President Business Operations | P: 856.552.5503 | E: jeff.Kraus@teknion.com

**ii. Marketing**

Oona Walsh, Director of Marketing | P: 856.552.5789 | E: oona.walsh@teknion.com

**iii. Sales**

Steve Hindle, Director, Public Sector Programs, | P: 410-300-9955 | E: steve.hindle@teknion.com

**iv. Sales Support**

Angie Hoffman, Contract Coordinator, Public Sector Programs | P: 856.552.5618 | E: angie.hoffman@teknion.com

**v. Financial Reporting**

Angie Hoffman, Contract Coordinator, Public Sector Programs | P: 856.552.5618 | E: angie.Hoffman@teknion.com

**vi. Accounts Payable**

David Goldberg, Manager, AP, TFS Finance | P: 416.661.1577, Ext. 2630 | E: david.goldberg@teknion.com

**vii. Contracts**

Angie Hoffman, Contract Coordinator, Public Sector Programs | P: 856.552.5618 | E: angie.hoffman@teknion.com

**H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.**

To the benefit of our customers, Teknion maintains a decentralized organizational structure, placing senior account4 representatives, operational teams, technical experts and ancillary support staff in regional field locations. This structure promotes local decision-making, ensures responsiveness and establishes clear communication lines for our customers. As such, Teknion has structured its sales force in a way to effectively meet and service customer requirements. This structure includes a sales hierarchy of Regional Vice Presidents and Business Development Managers. For more specialized sales needs, Teknion also maintains a unique complement of industry-focused salespeople who service the A&D, Educational, and Healthcare and Government sectors. The Vice President of Sales for the United States is Roger Schlick. His contact information is as follows:

P: 616.291.9760 | E: roger.schlick@teknion.com

# OMNIA Partners, Exhibit A

## Teknion Response: Marketing and Sales

**I. Explain in detail how the sales teams will work with the OMNIA Partners, Public Sector team to implement, grow and service the national program.**

Teknion's long-term, strategic objective is to increase its share of the office furniture market on a worldwide basis. This includes the OMNIA Partners team. The key elements of the company's long-term business strategy are as follows:

- **Expand Sales and Marketing Efforts** – Teknion's growth strategy is concentrated to a large degree on the U.S. market, where its relatively small market share provides a significant opportunity for growth. Over the past few years, Teknion successfully implemented a number of sales and marketing initiatives designed to broaden its customer base into market segments where it previously did not have a significant presence. These segments include the healthcare, educational, and government sectors.

- **Continue Product Quality and Innovation** – As part of its commitment to providing quality products and product enhancements to meet the changing needs of its customers, Teknion continues to maintain a robust design and engineering group. In addition, Teknion commissions recognized architects and designers on a project-by-project basis, as required. Teknion also utilizes a concurrent product development process, a "fast-track" process in which input is received at the product inception stage from key functional areas of the organization. Teknion has received numerous awards since our inception, the majority being related to new product design and innovation. We invite Region 4 ESC / OMNIA Partners to **CLICK HERE** to visit our website for a full listing of Teknion's industry accomplishments and recognition.

- **Investment in Training, Technology and Facilities** – Teknion believes that maintaining modern and efficient facilities is an important factor in enabling the company to meet customer requirements with regard to product quality, timely delivery and cost. As well, Teknion believes that maintaining up-to-date information technology capabilities is crucial to maintaining internal operating efficiencies and competitive customer service. Teknion will continue to invest in new facilities, equipment and personnel as a fundamental part of its business strategy.

- **Pursue Complementary and Strategic Acquisitions** – Teknion's sales growth has primarily been internally generated rather than arising as a result of acquisitions. As part of its growth strategy, Teknion will pursue selected, value-added acquisitions or joint ventures to facilitate entry into new markets, the introduction of new products and increased operational efficiencies.

# OMNIA Partners, Exhibit A

## Teknion Response: Marketing and Sales

**I. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.**

Please see our response above for Items A and B, for details on our implementation plan for OMNIA Partners.

**J. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.**

Teknion's Total Public Agency Sales for 2018: $6,421,256.08

1. Top 10 Public Agency Customers

- City of Atlanta $515,865.00
- University of Nebraska $514,818.43
- Appalachian State University $460,227.94
- Prince William County $437,732.33
- Virginia Tech $251,246.64
- Rutgers University $250,109.77
- Kansas City Municipal Court $238,254.10
- City of Virginia Beach $218,829.95
- Texas State University $203,571.74
- Fort Bend County $158,640.56

# OMNIA Partners, Exhibit A

## Teknion Response: Marketing and Sales

**K. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.**

### ENTERPRISE RESOURCE PLANNING SYSTEM (ERP)

Teknion's Enterprise Resource Planning systems equip Teknion with the tools to improve operational performance in the order-to-payment process, manufacturing plants and across our supply chain. It supports all of the production processes, from design through to delivery. It drives efficiency while improving visibility and control across our global operations. Capabilities include:

- Electronic order entry
- Sales tracking and manufacturing milestones
- Automated order fulfillment
- Visibility into finance, operations, inventory, and capacity
- Accounts Receivables and Accounts Payable
- Sourcing and procurement of material and hardware required to manufacture our product
- Work orders by manufacturing process
- Quality management
- Service management
- Engineering data management to manage information from design through manufacture
- Status communication to provide visibility to our stakeholders
- Change order processing
- Packaging
- Logistics planning, shipping and tracking through integration to a dedicated WMS & Logistic system

### IT SYSTEMS

Teknion utilizes various technologies across the company to electronically handle a host of business processes including:

- Product Design
- Product Specification
- Order Process
- Order Tracking and Reporting
- Customer Service and Reporting
- Claims Processing and Reporting
- Accounts Payable Processing
- Accounts Receivable Processing
- General Ledger
- Sales Reporting and Tracking
- Project Tracking and Reporting
- Project Management
- Inventory Management
- Manufacturing Requirements - Planning and Execution

# OMNIA Partners, Exhibit A

## Teknion Response: Marketing and Sales

**M. Provide the Contract Sales (as defined in Section 10 of the OMNIA Partners, Public Sector Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").**

**$_____.00 in year one**

**$_____.00 in year two**

**$_____.00 in year three**

**To the extent Supplier guarantees minimum Contract Sales, the administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.**

Although Teknion is not offering a guarantee, we note that Teknion has averaged approximately $7MM of purchases per annum under its current Region 4 ESC contract.

**M. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.**

**I. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners, Public Sector).**

**II. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners, Public Sector under the Master Agreement.**

**III. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners, Public Sector).**

**IV. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.**

**Detail Supplier's strategies under these options when responding to a solicitation.**

Teknion intends to respond with Master Agreement or better (lower) pricing to all such solicitations.

**EXHIBIT F**

**FEDERAL FUNDS CERTIFICATIONS**

## FEDERAL CERTIFICATIONS

ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

**TO WHOM IT MAY CONCERN:**

**Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.**

**DEFINITIONS**

**Contract** means a legal instrument by which a non–Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non–Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

**Contractor** means an entity that receives a contract as defined in Contract.

**Cooperative agreement** means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non–Federal entity that, consistent with 31 U.S.C. 6302–6305:

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non–Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non–Federal entity in carrying out the activity contemplated by the Federal award.

(c) The term does not include:

(1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or

(2) An agreement that provides only:

(i) Direct United States Government cash assistance to an individual;

(ii) A subsidy;

(iii) A loan;

(iv) A loan guarantee; or

(v) Insurance.

**Federal awarding agency** means the Federal agency that provides a Federal award directly to a non–Federal entity

**Federal award** has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

(a)(1) The Federal financial assistance that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.

(b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).

(d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

**Non–Federal entity** means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

**Nonprofit organization** means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

(a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

(b) Is not organized primarily for profit; and

(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

**Obligations** means, when used in connection with a non–Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non–Federal entity during the same or a future period.

**Pass-through entity** means a non–Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

**Recipient** means a non–Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

**Simplified acquisition threshold** means the dollar amount below which a non–Federal entity may purchase property or services using small purchase methods. Non–Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is $150,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

**Subaward** means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

**Subrecipient** means a non–Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

**Termination** means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

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**APPENDIX II TO 2 CFR PART 200**

**(A) Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.**

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

**(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)**

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

**(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30**

**CFR 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."**

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES _____Initials of Authorized Representative of offeror

**(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non - Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 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 each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.**
Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES _____Initials of Authorized Representative of offeror

**(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.**

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES _____Initials of Authorized Representative of offeror

**(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 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.**

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES _____Initials of Authorized Representative of offeror

**(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)**

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

**(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (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." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.**

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

**(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.**

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any 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 a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a 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 influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

## RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that

offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

## CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

## CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

## CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

## CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

**Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.**

Offeror's Name: Teknion LLC

Address, City, State, and Zip Code: 350 Fellowship Road, Suite 100, Mount Laurel, NJ 08054

Phone Number: 856.552.5503 Fax Number: 856.552.5830

Printed Name and Title of Authorized

Representative: Jeffrey M. Kraus

Email Address: jeff.kraus@teknion.com

Signature of Authorized Representative: _____ Date: November 25, 2019

DOC #1

**OWNERSHIP DISCLOSURE FORM**
**(N.J.S. 52:25-24.2)**

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the offeror shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

**Company Name:** Teknion LLC

**Street:** 350 Fellowship Road, Suite 100

**City, State, Zip Code:** Mount Laurel, NJ 08054

**Complete as appropriate:**

*I _____, certify that I am the sole owner of _____, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.*

***OR:***

*I _____, a partner in_____, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.*

***OR:***

*I* Jeffrey M. Kraus *, an authorized representative of* Teknion LLC *, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.*

**(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)**

| Name | Address | Interest |
|---|---|---|
| *Teknion Nevada | 3000 Two Logan Square, 18th & Arch Streets, Philadelphia, PA | 100% of Teknion LLC |
| *GT Holdings | 3000 Two Logan Square, 18th & Arch Streets, Philadelphia, PA | 100% of Teknion Nevada |
| Teknion Corporation | 1150 Flint Road, Toronto, Canada | 100% of GT Holdings |
| Feldberg Family | 1150 Flint Road, Toronto, Canada | 100% of Teknion Corporation |
| * c/o Pepper Hamilton LLP | | |

*I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.*

November 25, 2019

***Authorized Signature and Title***

Vice President Business Operations

DOC #2

**NON-COLLUSION AFFIDAVIT**

**Company Name:** Teknion LLC

**Street:** 350 Fellowship Road, Suite 100

**City, State, Zip Code:** Mount Laurel, NJ 08054

*State of* New Jersey

*County of* Burlington

*I,* Jeffrey M. Kraus *of the* Mount Laurel
*Name* *City*

*in the County of* Burlington, *State of* New Jersey
*of full age, being duly sworn according to law on my oath depose and say that:*

*I am the* VP Business Operations *of the firm of* Teknion LLC
*Title* *Company Name*

*the Offeror making the Proposal for the goods, services or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said Offeror has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.*

*I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by*

Teknion LLC
*Company Name*

*Authorized Signature & Title*
Vice President Business Operations

Subscribed and sworn before me

this 25th day of November, 2019

Notary Public of New Jersey
My commission expires August 8, 2023

LYNN CLARK
My Comm. Exp. 08-08-2023
NOTARY PUBLIC
No. 2437233
BURLINGTON COUNTY, NEW JERSEY
SEAL

DOC #3

**AFFIRMATIVE ACTION AFFIDAVIT**
**(P.L. 1975, C.127)**

**Company Name:** Teknion LLC

**Street:** 350 Fellowship Road, Suite 100

**City, State, Zip Code:** Mount Laurel, NJ 08054

**Proposal Certification:**

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

**Required Affirmative Action Evidence:**

Procurement, Professional & Service Contracts (Exhibit A)
Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval

   OR

2. A photo copy of their Certificate of Employee Information Report

   OR

3. A complete Affirmative Action Employee Information Report (AA302) _____

**Public Work – Over $50,000 Total Project Cost:**

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the

B. Approved Federal or New Jersey Plan – certificate enclosed

*I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.*

November 25, 2019
***Date***

***Authorized Signature and Title***
Vice President Business Operations

## P.L. 1995, c. 127 (N.J.A.C. 17:27)
## MANDATORY AFFIRMATIVE ACTION LANGUAGE

## PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these

regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

Signature of Procurement Agent

Form AA302
Rev. 11/11

# STATE OF NEW JERSEY

**Division of Purchase & Property**
**Contract Compliance Audit Unit**
**EEO Monitoring Program**

## EMPLOYEE INFORMATION REPORT

**IMPORTANT**-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED $150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For Instructions on completing the form, go to: https://www.state.nj.us/treasury/contract_compliance/documents/pdf/forms/aa302ins.pdf

### SECTION A - COMPANY IDENTIFICATION

1. FID NO. OR SOCIAL SECURITY: 22-3785040

2. TYPE OF BUSINESS: ☒ 1. MFG ☐ 2. SERVICE ☐ 3. WHOLESALE ☐ 4. RETAIL ☐ 5. OTHER

3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY: 207

4. COMPANY NAME: Teknion LLC

5. STREET: 350 Fellowship Road, Suite100 | CITY: Mount Laurel | COUNTY: Burlington | STATE: NJ | ZIP CODE: 08054

6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE): Teknion Corporation | CITY: Toronto | STATE: CAN | ZIP CODE:

7. CHECK ONE. IS THE COMPANY ☐ SINGLE-ESTABLISHMENT EMPLOYER ☒ MULTI-ESTABLISHMENT EMPLOYER

8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ: 1

9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT: 207

10. PUBLIC AGENCY AWARDING CONTRACT | CITY | COUNTY | STATE | ZIP CODE

| Official Use Only | DATE RECEIVED | INAUG DATE | ASSIGNED CERTIFICATION NUMBER |
|---|---|---|---|
| | | | |

### SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. *DO NOT SUBMIT AN EEO-1 REPORT.*

| JOB CATEGORIES | ALL EMPLOYEES | | | PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | MALE | | | | | FEMALE | | | | |
| | COL. 1 TOTAL (Cols 2 &3) | COL. 2 MALE | COL. 3 FEMALE | BLACK | HISPANIC | AMER. INDIAN | ASIAN | NON MIN | BLACK | HISPANIC | AMER. INDIAN | ASIAN | NON MIN. |
| Officials/ Managers | 38 | 22 | 16 | | | | | 22 | | | | 1 | 15 |
| Professionals | 137 | 45 | 92 | 2 | | | | 43 | 1 | | | | 91 |
| Technicians | 11 | 4 | 7 | | | | | 4 | | | | | 7 |
| Sales Workers | | | | | | | | | | | | | |
| Office & Clerical | 21 | 1 | 20 | | | | | 1 | | | | 1 | 19 |
| Craftworkers (Skilled) | | | | | | | | | | | | | |
| Operatives (Semi-skilled) | | | | | | | | | | | | | |
| Laborers (Unskilled) | | | | | | | | | | | | | |
| Service Workers | | | | | | | | | | | | | |
| TOTAL | 207 | 72 | 135 | 2 | | | | 70 | 1 | | | 2 | 132 |
| Total employment From previous Report (If any) | | | | | | | | | | | | | |
| Temporary & Part-Time Employees | The data below shall NOT be included in the figures for the appropriate categories above. | | | | | | | | | | | | |
| | | | | | | | | | | | | | |

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? ☐ 1. Visual Survey ☒ 2. Employment Record ☐ 3. Other (Specify)

13. DATES OF PAYROLL PERIOD USED: From: 11/4/2019 To: 11/17/2019

14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES ☒ 2. NO ☐

15. IF NO, DATE LAST REPORT SUBMITTED: MO. | DAY | YEAR

### SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type): Jade Vince | SIGNATURE | Human Resource Generalist | DATE: MO 11 | DAY 27 | YEAR 2019

17. ADDRESS NO & STREET: 350 Fellowship Road, Suite 100 | CITY: Mount Laurel | COUNTY: Burlington | STATE: NJ | ZIP CODE: 08054 | PHONE (AREA CODE, NO ,EXTENSION): 856 - 552 - 5320

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

## Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of $17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).

2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.

3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.

4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.

   a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12. They will be updated from time-to-time as necessary.
   b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s).** As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
   c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
   d. The form may be used "as-is", subject to edits as described herein.
   e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
   f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.

5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

### Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

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The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

**This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.**

### Part I – Vendor Information

| | | | |
|---|---|---|---|
| Vendor Name: | Teknion LLC | | |
| Address: | 350 Fellowship Road, Suite 100 | | |
| City: | Mount Laurel | State: NJ | Zip: 08054 |

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

| | | |
|---|---|---|
| Signature | Jeffrey M. Kraus<br>Printed Name | Vice President Business Operations<br>Title |

### Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form

| Contributor Name | Recipient Name | Date | Dollar Amount |
|---|---|---|---|
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☐ Check here if the information is continued on subsequent page(s)

**List of Agencies with Elected Officials Required for Political Contribution Disclosure**
**N.J.S.A. 19:44A-20.26**

**County Name:**
State: Governor, and Legislative Leadership Committees
Legislative District #s:
State Senator and two members of the General Assembly per district.

County:

| | | |
|---|---|---|
| Freeholders | County Clerk | Sheriff |
| {County Executive} | Surrogate | |

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.**

DOC #5

## STOCKHOLDER DISCLOSURE CERTIFICATION

**Name of Business:**

☒ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

**OR**

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

**Check the box that represents the type of business organization:**

☐ Partnership ☐ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☒ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation

**Sign and notarize the form below, and, if necessary, complete the stockholder list below.**

Stockholders:

| | |
|---|---|
| Name: Teknion Nevada<br>Home Address: c/o Pepper Hamilton LLP<br>3000 Two Logan Square<br>18th & Arch Streets<br>Philadelphia, PA 19103 | Name:<br>Home Address: |
| Name:<br>Home Address: | Name:<br>Home Address: |
| Name:<br>Home Address: | Name:<br>Home Address: |

Subscribed and sworn before me this 25th day of November, 2019

(Notary Public) Lynn Clark

My Commission expires: August 8, 2023

(Affiant)

Jeffrey M. Kraus, VP Business Operations
(Print name & title of affiant)

(Corporate Seal)

LYNN CLARK
My Comm. Exp. 08-08-2023
NOTARY PUBLIC
No. 2437233
BURLINGTON COUNTY, NEW JERSEY

DOC #6

**Certification of Non-Involvement in Prohibited Activities in Iran**

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here: http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf.

Offerors should submit the above form completed with their proposal.

## STATE OF NEW JERSEY-- DIVISION OF PURCHASE AND PROPERTY
## DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

**Quote Number:** Region 4 ESC Solicitation # 19-18 **Bidder/Offeror:** Teknion LLC

### PART 1: CERTIFICATION
**BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.**
**FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

**PLEASE CHECK THE APPROPRIATE BOX:**

☑ **I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed** on the N.J. Department of the Treasury"s list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

**OR**

☐ **I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below.** Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

### PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN
You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

**EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.**

Name _____ Relationship to Bidder/Offerer _____

Description of Activities _____

_____

Duration of Engagement _____ Anticipated Cessation Date _____

Bidder/Offeror Contact Name _____ Contact Phone Number _____

ADD AN ADDITIONAL ACTIVITIES ENTRY

**Certification: I, being duly sworn upon *my* oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of *my* agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.**

Full Name (Print): Jeffrey M. Kraus Signature: _____

Title: Vice President Business Operations Date: November 25, 2019

DOC #7

## NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
## (N.J.S.A. 52:32-44)

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

http://www.state.nj.us/treasury/revenue/forms/njreg.pdf

# STATE OF NEW JERSEY
# BUSINESS REGISTRATION CERTIFICATE

| | |
|---|---|
| **Taxpayer Name:** | TEKNION LLC |
| **Trade Name:** | |
| **Address:** | 350 FELLOWSHIP RD<br>MT LAUREL, NJ 08054-1201 |
| **Certificate Number:** | 0776809 |
| **Effective Date:** | March 30, 2001 |
| **Date of Issuance:** | November 18, 2019 |

**For Office Use Only:**

**20191118155315505**

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# QUALIFICATION AND EXPERIENCE

# References

I. **Provide a minimum of 10 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.**

1. **California State University Fullerton**
   - Project(s): Multiple
   - Contact: Hector Muniz
   - Phone: 657.278.5136 | Email: hmuniz@fullerton.edu
   - City/State: Fullerton, California
   - Dates of Service: 2011 – Current
   - Description of Services: Manufacturer and Dealer services including, but not limited to Manufacturing, Product Design & Development, Space Planning, Specifications, Order Entry, Project Management, Installation and Day 2 Services
   - Product Applications: Campus wide, all applications
   - Volume: Approximately $1.5 million in sales over 8 years

2. **City of Atlanta**
   - Project(s): Sole Source Contract
   - Contact/Title: Johanna Rodriguez, Project Manager, Senior Design Team, Department of Enterprise Assets Management
   - Phone: 404.330.6936 | Email: jrodriguez@AtlantaGa.Gov
   - City/State: Atlanta, Georgia
   - Dates of Service: 2014 - 2019
   - Description of Services: Manufacturer and Dealer services including, but not limited to Manufacturing, Product Design & Development, Space Planning, Specifications, Order Entry, Project Management, Installation and Day 2 Services
   - Product Applications: Campus wide, all applications
   - Volume: Approximately $6 Million

3. **City of Denver**
   - Project(s): Wellington Webb Municipal Building
   - Contact/Title: Janell Schafer, Senior Buyer, General Services
   - Phone: 720.913.8109 | Email: Janell.schafer@denvergov.org
   - City/State: Denver, Colorado
   - Date of Service: 2019 – 2022
   - Description of Services: Manufacturer and Dealer services including, but not limited to Manufacturing, Product Design & Development, Space Planning, Specifications, Order Entry, Project Management, Installation and Day 2 Services
   - Product Applications: Systems Furniture, Seating, Private Offices, Conference Rooms, Demountable Walls
   - Volume: Approximately $1.5 million

# References

4. **City of Houston**
   - Project(s): Huitt Zollars
   - Contact/Title: Randall Hickey, Design Architect
   - Phone: 281-494-0066 | Email: rhickey@huitt-zollars.com
   - City/State: Houston, Texas
   - Date of Service: 2019
   - Description of Services: Manufacturer and Dealer services including, but not limited to Manufacturing, Product Design & Development, Space Planning, Specifications, Order Entry, Project Management, Installation and Day 2 Services
   - Product Applications: Desking Systems, Seating, Casegoods
   - Volume: Approximately $300,000

5. **College of Saint Benedict**
   - Project(s): Multiple
   - Contact/Title: Ryan Gideon, PE, Executive Director of Facilities
   - Phone: 320.363.5225 | Email: rgideon001@csbsju.edu
   - City/State: St. Joseph, Minnesota
   - Dates of Service: 2019
   - Description of Services: Manufacturer and Dealer services including, but not limited to Manufacturing, Product Design & Development, Space Planning, Specifications, Order Entry, Project Management, Installation and Day 2 Services
   - Product Applications: Systems Furniture. Desking Systems, Casegoods, Seating, Accessories
   - Volume: Approximately $397,992

6. **Prince William County**
   - Project(s): Multiple
   - Contact: Linda Winslow
   - Phone: 703-792-7086 | Email: lwinslow@pwcgov.org
   - City/State: Virginia
   - Dates of Service: August 2016 - Present
   - Description of Services: Manufacturer and Dealer services including, but not limited to Manufacturing, Product Design & Development, Space Planning, Specifications, Order Entry, Project Management, Installation and Day 2 Services
   - Volume: Approximately $$3,000,000. plus over 3 years

# References

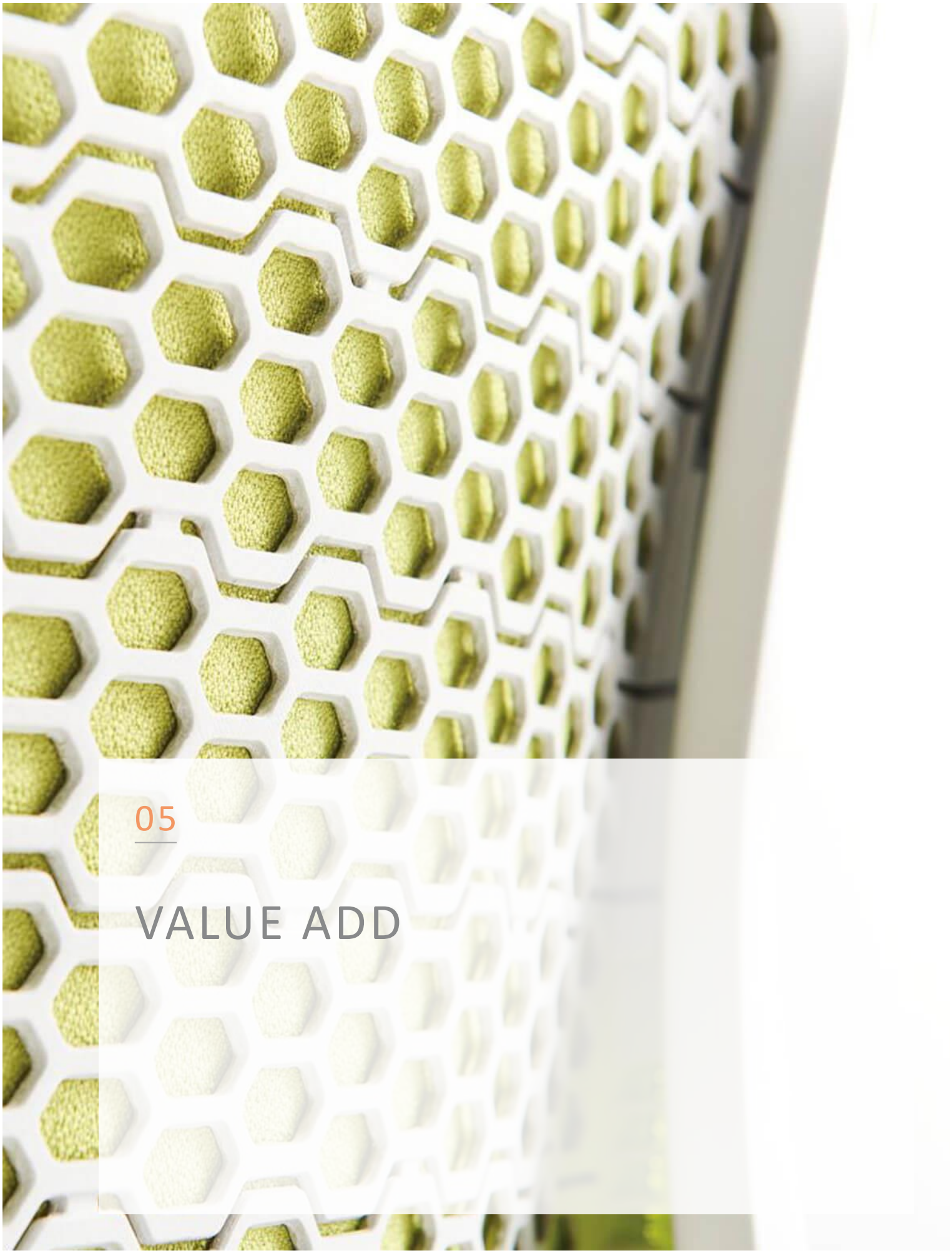
7. **Texas A&M University**
   - Project(s): Health Professional Education Building \ Medical Research Education Building
   - Contact/Title: Mark A. Cervenka, Facilities Manager
   - Phone: 979-436-0545 | Email: Cervenka@tamhsc.edu
   - City/State: Bryan, Texas
   - Dates of Service: 2019
   - Description of Services: Manufacturer and Dealer services including, but not limited to Manufacturing, Product Design & Development, Space Planning, Specifications, Order Entry, Project Management, Installation and Day 2 Services
   - Product Applications: Desking Systems, Filing & Storage, Tables, Collaborative Spaces
   - Volume: Years: Approximately $446,000

8. **University of Nebraska**
   - Projects(s): Multiple
   - Contact/Title: Sara Luther, Asst Director, Procurement Operations
   - Phone: 402-472-2218 | Email: sara.luther@unl.edu
   - City/State: Lincoln, Nebraska
   - Dates of Service: October 2018 – October 2019, 20+ years overall
   - Descriptions of Services: Manufacturer and Dealer services including, but not limited to Manufacturing, Product Design & Development, Space Planning, Specifications, Order Entry, Project Management, Installation and Day 2 Services
   - Volume: Approximately $325,000

9. **YMCA of the Greater Twin Cities**
   - Project(s): Multiple
   - Contact/Title: Brian Kirk, Enterprise Architectural Director
   - Phone: 612 371 8733 | Email: Brian.Kirk@ymcamn.org
   - City/State: Minneapolis, Minnesota
   - Date of Service: 2017 – 2018
   - Description of Services: Manufacturer and Dealer services including, but not limited to Manufacturing, Product Design & Development, Space Planning, Specifications, Order Entry, Project Management, Installation and Day 2 Services
   - Product Applications: Systems Furniture, Filing & Storage, Seating, Tables, Casegoods, Desking Systems
   - Volume: Approximately $441,387

# References

10. **Wiseburn Unified School District**
    - Project(s): New 4-story High School
    - Contac/Title: Annie Aung | Assistant to the Director of Facilities Planning
    - Phone: 310.331.8102 | Fax: 424.277.1590 | Email: aaung@wiseburn.org
    - City/State: El Segundo, California
    - Date of Service: 2017
    - Description of Services: Manufacturer and Dealer services including, but not limited to Manufacturing, Product Design & Development, Space Planning, Specifications, Order Entry, Project Management, Installation and Day 2 Services
    - Product Applications: Campus wide, all applications
    - Volume: Approximately $1.5 million



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# VALUE ADD

# Value Add

**I. Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.**

Teknion's real interest in down-to-earth problem solving has resulted in strong alliances with our customers.

As part of our account management methodology, Region 4 ESC and OMNIA Partners will benefit from the following value-added services:

- **Value Engineering** – In concert with authorized dealers, Teknion will provide value-engineering services. After a careful analysis of customer transactions, from order entry to punch list completion, Teknion can determine where improvements can be achieved, i.e., reduction of cycle or installation time through the use of different packaging/shipping/staging/assembly techniques.
- **e-Commerce** – e-Commerce capabilities will result in procurement efficiencies such as paper processes reduction and shortened timelines.
- **Quality Performance Audit** – Teknion will rely on professionally developed audit surveys to measure customer satisfaction and identify areas of improvement. These surveys are designed to be conducted during initial installations, and then semi-annually thereafter, will develop the cornerstone for your product and service issue expectations.
- **Training Roadshow** – Teknion will work with our dealer network to provide training and introductions on Teknion's products to the appropriate personnel. Training on Teknion's products and programs will be crucial for a successful partnership.
- **Workplace Research** – Teknion interacts with current and prospective customers and analyzes emerging trends in the workplace to determine what, if any, impact these trends have on productivity.
- **Ergonomics Consulting** – Teknion can provide ergonomics consulting for our customers upon request

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# ADDITIONAL REQUIRED DOCUMENTS

*Appendix C, Doc #1*

## ACKNOWLEDGMENT AND ACCEPTANCE
## OF REGION 4 ESC's OPEN RECORDS POLICY

### OPEN RECORDS POLICY

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

*Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).*

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

☐ We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

☒ We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

*(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confident and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)*

November 25, 2019
*Date*

*Authorized Signature & Title*

Vice President Business Operations

# Appendix C, Doc # 1

## OPEN RECORDS POLICY

1. **We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.**

   Teknion deems the following information to be proprietary and exempt from disclosure under the Public Information Act:

   - Page 8: Teknion Discount Structure
   - Page 19: Teknion Financial Condition / KPMG Letter
   - Page 27: Teknion Annual Sales (Last 3 FY)
   - Page 41: Teknion Public Agency Sales
   - Page 43: Price Guarantee / Teknion Sales Volume with Region 4 ESC
   - Pages 67 – 70: Teknion References

*Appendix C, Doc #2*

**ANTITRUST CERTIFICATION STATEMENTS**
**(Tex. Government Code § 2155.005)**
Attorney General Form

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this Contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and

4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

**Company** Teknion LLC

**Address** 350 Fellowship Road
Suite 100
Mount Laurel, NJ 08054

**Phone** 856.552.5503

**Fax** 856.552.5830

**Contact**

**Signature**

Jeffrey M. Kraus
**Printed Name**

Vice President Business Operations
**Position with Company**

**Official Authorizing Proposal**

**Signature**

Jeffrey M. Kraus
**Printed Name**

Vice President Business Operations
**Position with Company**

## Implementation of House Bill 1295

## Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

**Filing Process:**

Staring on January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. This process is known as acknowledging the certificate. The commission will post the acknowledged Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. The posted acknowledged form does not contain the declaration of signature information provided by the business.

A certificate will stay in the pending state until it is acknowledged by the governmental agency. Only acknowledged certificates are posted to the commission's website.

**Electronic Filing Application:**
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

**Frequently Asked Questions:**
https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php

**Changes to Form 1295:** https://www.ethics.state.tx.us/data/filinginfo/1295Changes.pdf

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295



Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY**
**CERTIFICATION OF FILING**

**Certificate Number:**
2019-564500

**Date Filed:**
11/22/2019

**Date Acknowledged:**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Teknion LLC
Mount Laurel, NJ United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Region 4 / OMNIA Partners

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

Solicitaiton Number 19-18
Furniture, Installation and Related Services

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|---|---|---|
| | | Controlling | Intermediary |
| Teknion Nevada | Philadelphia, PA United States | X | |
| Feldberg, David | Toronto Ontario Canada | X | |
| Vollering, Richard | Toronto Ontario Canada | X | |
| Kraus, Jeffrey | Mount Laurel, NJ United States | X | |
| Mann, Maxine | Mount Laurel, NJ United States | X | |
| | | | |
| | | | |
| | | | |
| | | | |

**5 Check only if there is NO Interested Party.** ☐

**6 UNSWORN DECLARATION**

My name is Jeffrey M. Kraus, and my date of birth is 12/15/1958.

My address is 350 Fellowship Road, Suite 100 (street), Mount Laurel (city), NJ (state), 08054 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Burlington County, State of New Jersey, on the 25th day of November (month), 2019 (year).

Signature of authorized agent of contracting business entity
(Declarant)

*Appendix C, DOC # 4*

**Texas Government Code 2270 Verification Form**

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, Jeffrey M. Kraus, as an authorized representative of

Teknion LLC, a contractor engaged by

Insert Name of Company

Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.

Signature of Named Authorized Company Representative

November 25, 2019
Date

## SPECIAL CONDITIONS

Awarded Offerors may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Offeror is accepted these Special Conditions required by the Federal Emergency Management Agency (FEMA).

### Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3.
i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement.
ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of Region 4 ESC nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

### Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended as described in Chapter III, ¶ 6.d must be rejected and cannot receive contract awards at any level.

## Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:
a. Equal opportunity and nondiscrimination laws
b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
c. Applicable prevailing wage laws, regulations, and executive orders

## Affirmative Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce;

## Bid Guarantee

For proposals that are to include construction/reconstruction/renovation and related services, bids must be accompanied by Certified or Cashier's Check or an approved Bid Bond in the amount of not less than five percent (5%) of the total bid. Surety shall provide a copy of the Power of Attorney authorizing the Executing Agent the authority to execute the bid bond documents and bind the Surety to the bid bond conditions. The bid bond shall have a corporate Surety that is licensed to conduct business in the state of the lead agency and authorized to underwrite bonds in the amount of the bid bond.

## Prevailing Wage Requirements

When applicable, the awarded Contractor(s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

**Alternative Pricing for Federal Funding**

When applicable, such as when products and services are used in response to an emergency or disaster recovery situation in which federal funding may be used, pricing may not include cost plus a percentage of cost or pricing based on time and materials. If time and materials is necessary in an applicable federal funding situation, a ceiling price that the contract exceeds at its own risk will be needed. In addition, Offeror is subject to and must comply with all federal requirements applicable to the funding including, but not limited, the to the 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses.

**Federal Requirements**

If products and services are issued in response to an emergency or disaster recovery the items below, located in this Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. Termination for Convenience:

The right to terminate this Contract for the convenience of Region 4 ESC is retained by Region 4 ESC. In the event of a termination for convenience by Region 4 ESC, Region 4 ESC shall, at least ten (10) calendar days in advance, deliver written notice of the termination for convenience to Contractor. Upon Contractor's receipt of such written notice, Contractor immediately shall cease the performance of the Work and shall take reasonable and appropriate action to secure and protect the Work then in place. Contractor shall then be paid by Region 4 ESC, in accordance with the terms and provisions of the Contract Documents, an amount not to exceed the actual labor costs incurred, the actual cost of all materials installed and the actual cost of all materials stored at the project site or away from the project site, as approved in writing by Region 4 ESC but not yet paid for and which cannot be returned, and actual, reasonable and documented demobilization costs, if any, paid by Contractor and approved by Region 4 ESC in connection with the Scope of Work in place which is completed as of the date of termination by Region 4 ESC and that is in conformance with the Contract Documents, less all amounts previously paid for the Work. No amount ever shall be owed or paid to Contractor for lost or anticipated profits on any part of the Scope of Work not performed or for consequential damages of any kind.

2. Equal Employment Opportunity:

Region 4 ESC highly encourages Contractors to implement Affirmative Action practices in their employment programs. This means Contractor should not discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, sexual orientation, political belief or affiliation, age, disability or genetic information.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided,* however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the

contractor may request the United States to enter into such litigation to protect the interests of the United States.

3. "During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

4. Davis Bacon Act and Copeland Anti-Kickback Act.

a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program**.

b. All prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.

c. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

d. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

e. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. 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 Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the

compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. **In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback Act.**" However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

"Compliance with the Copeland "Anti-Kickback" Act.

(1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

5. Contract Work Hours and Safety Standards Act.

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.

c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek.

d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or

articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

"Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier

subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

6. Rights to Inventions Made Under a Contract or Agreement.

a. Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance**, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as

FEMA awards under these programs do not meet the definition of "funding agreement."

b. If the FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. 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 FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

c. The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of $150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C.§§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of $150,000:

"Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C.§ 7401 et seq.

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal

government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA."

8. Debarment and Suspension.

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non procurement Debarment and Suspension).

c. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and *Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual* Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter *PDAT Supplement*]. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by

agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; *PDAT Supplement,* Chapter IV, ¶ 6.d and Appendix C, ¶ 2.

d. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipient.

e. Specifically, a covered transaction includes the following contracts for goods or services:

(1) The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.

(2) The contract requires the approval of FEMA, regardless of amount.

(3) The contract is for federally required audit services.

(4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of $25,000.

d. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

"Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R.§ 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal

Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

9. Byrd Anti-Lobbying Amendment.

   a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

   b. Contractors that apply or bid for an award of $100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; *PDAT Supplement*, Chapter IV, 6.c; Appendix C, ¶ 4.

   c. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See *PDAT Supplement*, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.

   d. The following provides a Byrd Anti-Lobbying contract clause:

"Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient."

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be

submitted with each bid or offer exceeding $100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, 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 any 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 influencing or attempting to influence an officer or employee of any 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.

3. The undersigned 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.

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 imposed 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.

The Contractor, Teknion LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Jeffrey M. Kraus, VP Business Operations

Name and Title of Contractor's Authorized Official

November 25, 2019

Date"

10. Procurement of Recovered Materials.

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; *PDAT Supplement*, Chapter V, ¶ 7.

c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. 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 by 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.

d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

"(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program."

11. Additional FEMA Requirements.

a. The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

b. Changes.

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative

agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

c. Access to Records.

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and

agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

d. The following provides a contract clause regarding access to records:

"Access to Records. The following access to records requirements apply to this contract:

(1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

12. DHS Seal, Logo, and Flags.

a. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).

b. The following provides a contract clause regarding DHS Seal, Logo, and Flags: "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval."

13. Compliance with Federal Law, Regulations, and Executive Orders.

    a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

    b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: "This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives."

14. No Obligation by Federal Government.

    a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

    b. The following provides a contract clause regarding no obligation by the Federal Government: "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

15. Program Fraud and False or Fraudulent Statements or Related Acts.

    a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

    b. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: "The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

Additional contract clauses per 2 C.F.R. § 200.325

For applicable construction/reconstruction/renovation and related services: A payment and performance bond are both required for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided in the contract.

**Offeror agrees to comply with all terms and conditions outlined in the Special Conditions section of this solicitation.**

Offeror's Name: Teknion LLC

Address, City, State, and Zip Code: 350 Fellowship Road, Suite 100, Mount Laurel, NJ 08054

Phone Number: 856.552.5503 Fax Number: 856.552.5830

Printed Name and Title of Authorized Representative: Jeffrey M. Kraus, Vice President Business Operations

Email Address: jeff.kraus@teknion.com

Signature of Authorized Representative

Date: November 25, 2019

*Appendix C, DOC # 6*

# QUESTIONNAIRE

Please provide responses to the following questions that address your company's operations, organization, structure and processes for providing products and services.

**1. Diversity Programs**

- Do you currently have a diversity program or any diversity partners that you do business with? ☒Yes ☐No
  *(If the answer is yes, attach a statement detailing the structure of your program, along with a list of your diversity alliances and a copy of their certifications.)*

**2. Diverse Vendor Certification Participation**

Region 4 ESC encourages the use of under-utilized businesses (HUB), minority and women business enterprises (MWBE), and small and/or disadvantages business enterprises (SBE) both as prime and subcontractors. Offerors shall indicate below whether or not they and/or any of their subcontractors (and if so which) hold certification in any of the classified areas and include proof of such certification with their response.

a. **Minority Women Business Enterprise**
Respondent certifies that this firm is an MWBE ☒Yes ☐No
List certifying agency: Please see the attached documentation.

b. **Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)**
Respondent certifies that this firm is a SBE or DBE ☒Yes ☐No
List certifying agency: Please see the attached documentation.

c. **Historically Underutilized Businesses (HUB)**
Respondent certifies that this firm is a HUB ☒Yes ☐No
List certifying agency: Please see the attached documentation.

d. **Historically Underutilized Business Zone Enterprise (HUBZone)**
Respondent certifies that this firm is a HUBZone ☒Yes ☐No
List certifying agency: Please see the attached documentation.

e**. Other**
Respondent certifies that this firm is a recognized diversity certificate holder ☒Yes ☐No
List certifying agency: Please see the attached documentation.

**3.** Has Offeror made and is Offeror committed to continuing to take all affirmative steps set forth in 2 CFR 200.321 as it relates to the scope of work outlined in this solicitation? ☒Yes ☐No

# Appendix C, Doc # 6

## DIVERSITY PROGRAMS

1. **Do you currently have a diversity program or any diversity partners that you do business with? ☒ Yes ☐ No**

   **(If the answer is yes, attach a statement detailing the structure of your program, along with a list of your diversity alliances and a copy of their certifications.)**

   Because Teknion's production facilities are not located within the United States and because of the degree of vertical integration within the Teknion corporate group, there are limited opportunities in the production facilities to outsource manufacturing processes to diverse suppliers. We do work to meet these requirements within the United States, however, by subcontracting design/specification, project management, installation and similar services to diverse suppliers, primarily Teknion's authorized dealers, which are WBE, MBE, VOSB, SDVOSB, and Hub Zone entities.

   Teknion's Supplier Diversity/Small Business Initiative promotes an inclusive business environment for the benefit of the company and our customers. We work with the following business concerns to develop innovative, cost-effective solutions that fuel our mutual growth:

   - Small businesses
   - Small disadvantaged businesses
   - Small woman-owned businesses
   - Historically Underutilized Business (HUB) Zone businesses
   - Veteran-owned small businesses
   - Service-disabled Veteran-owned small businesses
   - Certified woman-owned businesses
   - Certified minority-owned businesses

WBENC

WOMEN'S BUSINESS ENTERPRISE NATIONAL COUNCIL

JOIN FORCES. SUCCEED TOGETHER.

hereby grants

# National Women's Business Enterprise Certification

to

## 5 Star Office Furniture, Inc.

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).
This certification affirms the business is woman-owned, operated and controlled; and is valid through the date herein.

WBENC National WBE Certification was processed and validated by
Greater Women's Business Council, a WBENC Regional Partner Organization.

Certification Granted: May 31, 2012
Expiration Date: May 31, 2020
WBENC National Certification Number: 2005120318

Authorized by Roz Lewis, President & CEO
Greater Women's Business Council

GREATER WOMEN'S BUSINESS COUNCIL

NAICS: 442110, 337211
UNSPSC: 56101700, 56111500, 56111501, 56111502, 56111503, 56111504, 56111505, 56111506, 56111507, 56111508, 56111509, 56111511, 56111512, 56111513, 56111514, 72153606

Certificate Number: 10376
Expiration Date: **11/30/2020**
Renewal required by date above

# The National LGBT Chamber of Commerce

Hereby Recognizes:

## 5 Star Office Furniture

## As a Certified LGBT Business Enterprise™

(LGBTBE)

Justin G. Nelson
Co-Founder & President

Chance E. Mitchell
Co-Founder & CEO

nglcc
Certified LGBTBE

WBENC
WOMEN'S BUSINESS ENTERPRISE NATIONAL COUNCIL
JOIN FORCES. SUCCEED TOGETHER.

hereby grants

# National Women's Business Enterprise Certification

to

## Ai Corporate Interiors, LLC

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).
This certification affirms the business is woman-owned, operated and controlled; and is valid through the date herein.

Certification Granted: February 28, 2009
Expiration Date: February 28, 2020
WBENC National Certification Number: 2005112274

WBENC National WBE Certification was processed and validated by Women's Business Enterprise Council - South, a WBENC Regional Partner Organization.

WBECSOUTH
WOMEN'S BUSINESS ENTERPRISE COUNCIL
JOIN FORCES. SUCCEED TOGETHER.

Authorized by Phala Mire, President
Women's Business Enterprise Council - South

NAICS: 442110
UNSPSC: 56101700, 56111500, 72153606

WBENC

WOMEN'S BUSINESS ENTERPRISE NATIONAL COUNCIL

JOIN FORCES. SUCCEED TOGETHER.

# HEREBY GRANTS WOMAN OWNED SMALL BUSINESS (WOSB) CERTIFICATION TO

## Ai Corporate Interiors, LLC

The identified small business is an eligible WOSB for the WOSB Program, as set forth in 13 C.F.R. part 127 and has been certified as such by an SBA approved Third Party Certifier pursuant to the Third Party Agreement, dated June 30, 2011, and available at www.sba.gov/wosb.

The WOSB Certification expires on the date herein unless there is a change in the SBA's regulation that makes the WOSB ineligible or there is a change in the WOSB that makes the WOSB ineligible. If either occurs, this WOSB Certification is immediately invalid. The WOSB must not misrepresent its certification status to any other party, including any local or State government or contracting official or the Federal government or any of its contracting officials.

| |
|---|
| NAICS: 442110<br>UNSPSC: 56101700, 56111500, 72153606 |
| Certification Number: W080227 |
| Expiration Date: February 28, 2020 |

WBEC SOUTH

WOMEN'S BUSINESS ENTERPRISE COUNCIL

JOIN FORCES. SUCCEED TOGETHER.

Phala Mire, Women's Business Enterprise Council - South President

Pamela Prince-Eason, WBENC President & CEO

Laura Taylor, WBENC Vice President

# State of Florida

## Veteran Business Certification

## Corporate Interiors, Inc.

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:

05/29/2019 to 05/29/2021

Jonathan R. Satter, Secretary
Florida Department of Management Services

office of supplier DIVERSITY

Office of Supplier Diversity • 4050 Esplanade Way, Suite 380 • Tallahassee, FL 32399 • 850-487-0915 • www.dms.myflorida.com/osd

WBENC
WOMEN'S BUSINESS ENTERPRISE NATIONAL COUNCIL
JOIN FORCES. SUCCEED TOGETHER.

hereby grants

# National Women's Business Enterprise Certification

to

## CJ & Associates, Inc. DBA CJ & Associates, Inc

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).
This certification affirms the business is woman-owned, operated and controlled; and is valid through the date herein.

Certification Granted: June 28, 2011
Expiration Date: June 28, 2020
WBENC National Certification Number: 2005118438

WBENC National WBE Certification was processed and validated by >Women's Business Development Center - Midwest, a WBENC Regional Partner Organization.

Authorized by Emilia DiMenco, President & CEO
Women's Business Development Center - Midwest

WOMEN'S BUSINESS DEVELOPMENT CENTER
Your growth is our *business*.

NAICS: 423210, 238390, 541410
UNSPSC: 56101700, 72153600, 72153606, 72153612, 80101600

STATE OF WISCONSIN

# DEPARTMENT OF ADMINISTRATION

Tony Evers, Governor
Joel Brennan, Secretary
James M. Langdon, Administrator

## RECERTIFICATION

WI-4924 - WBE

The Department of Administration
Division of Enterprise Operations
having determined that

## CJ & Associates, Inc

*Has successfully met the certification requirements as outlined in Wisconsin Administrative Code Adm. 83 and the policies adopted thereunder, hereby grants the designation of*

## Woman-Owned Business Enterprise

**and is recognized as such until the expiration of registration and certification on**

**Expiration: May 18, 2022**

## NAICS Codes:

| | |
|---|---|
| 238390 | Other Building Finishing Contractors |
| 423210 | Furniture Merchant Wholesalers |
| 541410 | Interior Design Services |

## NIGP Codes:

*See online business directory at: https://wisdp.wi.gov*

## Product:

Full service interior design and office furniture firm

Authorized By: K. Millard
Kristine Millard, Equal Opportunity Specialist

# State of Missouri

## Office of Administration
## Office of Equal Opportunity

*Sarah H. Steelman*
*Commissioner*

*Carmela Thornton*
*Director*

*This is to certify* ***Facilitec, Inc. dba Facilitec Corporate Furnishings*** *qualifies as a* ***Minority-Owned Business Enterprise*** *and* ***Woman-Owned Business Enterprise*** *that has met the eligibility criteria established by the State of Missouri, Office of Administration.*

*Carmela Thornton, Director, Office of Equal Opportunity*

*Certification Number: 2468* *Date of Issue: 11/28/2018* *Date of Expiration: 11/28/2021*

*Current certification status of the above mentioned firm can be verified on the Office of Equal Opportunity Directory's website at https://apps1.mo.gov/MWBCertifiedFirms/*

# 2020 SLAA Extension

## Georgina Randazzo

**From:** Certification & Compliance @ BDD STL <flystl@diversitycompliance.com>
**Sent:** Thursday, October 10, 2019 11:13 AM
**To:** Georgina Randazzo
**Subject:** STL: CERTIFICATION ANNUAL NO CHANGE DOCUMENTATION RECEIVED

Dear Georgina Randazzo,

The Business Diversity Development office acknowledges receipt of the No Change Affidavit, Contact Update form, and Supporting Documentation for the City of St. Louis Local M/WBE Program.

Based on a review of your documentation, it has been determined that Facilitec, Inc. DBA Facilitec Corporate Furnishings remains eligible since the documents indicate there are no apparent changes which impact its certification status. Should this information change, you must notify the Business Diversity Development office, in writing, within 30 days of the change.

Please note that you are required to submit No Change documentation next year by your anniversary date of 09/25/2020. The Business Diversity Development office will send you notification along with the No Change Affidavit and contact update form approximately 90 days prior to that date. The No Change affidavit and contact update form can also be downloaded from our website at http://www.flystl.com/bdd

If you have any questions, please contact our office at businessdiversity@flystl.com or 314-426-8111.

This message was sent to: grandazzo@facilitec-stl.com Sent on: 10/10/2019 11:13:06 AM System ReferenceID: 91364168

# 2019 SLAA Extension

ST. LOUIS LAMBERT INTERNATIONAL AIRPORT

September 21, 2018

Dear Georgina Randazzo,

The Business Diversity Development office acknowledges receipt of the No Change Affidavit, Contact Update form, and Supporting Documentation for the City of St. Louis Local M/WBE Program.

Based on a review of your documentation, it has been determined that Facilitec, Inc. remains eligible since the documents indicate there are no apparent changes which impact its certification status. Should this information change, you must notify the Business Diversity Development office, in writing, within 30 days of the change.

Please note that you are required to file no change documentation online next year by your anniversary date of 09/25/2019. The Business Diversity Development office will send you notification approximately 90 days prior to that date. The no-change documentation must be filed online in the Business Diversity Development Certification and Compliance Management System. You can also access this online system by clicking on the Certification link from our website at http://www.flystl.com/bdd.

If you have any questions, please contact Barbara Carter at BDCarter@flystl.com or 314-426-8111.

Sincerely,

Jackie Taylor

Jackie Taylor
Certification Manager

# 2018 SLAA Extension

*Lambert - St. Louis International Airport*

P.O. BOX 10212 • ST. LOUIS , MISSOURI 63145-0212 • U.S.A.

Phone: (314) 426-8111 • Fax: (314) 890-1305 • Website: www.flystl.com

9/22/2017

Georgina Randazzo
Facilitec, Inc.
11550 Page Service Dr., Suite #100
St. Louis, MO 63146

**RE: Receipt of Annual No Change for City of St. Louis Local M/WBE Program**

Dear Georgina Randazzo:

The Business Diversity Development office acknowledges receipt of your No Change Affidavit, Contact Update form, and Supporting Documentation.

Based on a review of your documentation, it has been determined that your firm remains eligible since the documents indicate there are no apparent changes which impact its certification status. Should this information change, you must notify the Business Diversity Development office, in writing, within 30 days of the change.

Please note that you are required to submit a No Change Affidavit every year on your anniversary date. The Business Diversity Development office will send you a No Change Affidavit form approximately 90 days prior to that date. This form can also be downloaded from our website at http://www.flystl.com/bdd

We are pleased to have you in the local M/WBE Program and wish you success in acquiring work. If you have any questions, please contact the Business Diversity Development office at 314-426-8111.

Sincerely,

Jackie Taylor

Jackie Taylor

Certification Manager

LAMBERT-ST. LOUIS
INTERNATIONAL AIRPORT®

Rhonda Hamm-Niebruegge
**Director**

Mayor
City of St. Louis

September 27, 2012

Georgina Randazzo
Facilitec, Inc.
11550 Page Service Dr. #100
St. Louis, MO 63146

CERTIFICATION #: MWBE1821
EFFECTIVE DATE: 09/25/12

RE: MBE/WBE CERTIFICATION APPROVAL

Dear Ms. Randazzo:

The St. Louis Airport Authority (SLAA) is pleased to notify you that your firm meets the requirements for certification as MWBE, in accordance with the policies of the MBE/WBE Program.

Your certification number and the effective date of your certification are noted above. Work done by your firm will count toward applicable MWBE participation goals only if your firm performs a commercially useful function, is responsible for a distinct element of the work of a contract, and carries out its responsibilities by actually performing, managing and supervising the work.

If there are any changes in the ownership, control, mailing address, e-mail address, telephone number or fax number of your firm, you must notify this office immediately. Failure to report any of these changes to this office and/or any violation of the policies and procedures of this program may result in the revocation of your certification.

This certification is renewable in five years on **09/25/17**. Renewal forms will be sent to you at least 90 days prior to the renewal date of your certification. However, each year on the anniversary date of your certification, you must submit to the SLAA a signed, notarized affidavit, affirming that there have been no changes in the firm's circumstances affecting its ability to meet the requirements for certification. An Annual Update Affidavit will be sent to you prior to your anniversary dates. **It is your responsibility to ensure that your firm's certification remains current.**

Your firm's name has been incorporated in our online directory of the Directory of Minority & Women Owned Businesses. Our website address is www.mwdbe.org, which is utilized by firms bidding on city contracts.

Based on the information you provided, your firm will be listed under the following areas of expertise:

AREAS OF EXPERTISE: OFFICE SUPPLIES; BROKER OF FURNITURE & ELECTRICAL SUPPLIES

The City, SLDC, the Authority and the Program make no representations, warranties, or guarantees, including representations, warranties or guarantees to any third party, as to the quality of work to be or previously performed by any M/WBE and further makes no representations, warranties or guarantees as to the quality, experience, capabilities or qualifications of any M/WBE or any of the persons associated therewith. The City, SLDC and the Program make no representations, warranties, or guarantees, whatsoever as to whether any M/WBE shall be the recipient of any part of any City Contracting Opportunities.

We welcome your participation and wish you every success.

Very truly yours,

Harry V. Moppins, Jr.
Airport Assistant Director of Community Programs/DBE Program

HVM:art

An official website of the United States government
Here's how you know

certify.SBA.gov

MENU

Dashboard

Programs

Business

Documents

Profile

Notifications

My Account

Help

# EMERALD COAST CONSTRUCTION AND INTERIORS, LLC (963943043)

**SAM.gov profile** Last update 08/31/2018 at 05:53 PM

**DBA:**

**DUNS:** 963943043

**CAGE:** 64SW7

**Mailing Address:** 1600 VIA DELUNA DR
W104
GULF BREEZE, FL 32561-2318

**Business Contact:** DENISE OSBORNE

**Email:** denise@emeraldcoastconstandinteriors.com

**Phone:** 8502932085

**Address:** 1600 VIA DE LUNA DR APT W104 GULF BREEZE, FL 32561-2343

**Corporate URL:** http://www.emeraldcoastconstructionandinteriors.com

**Current Programs:**
Economically Disadvantaged Women-Owned Small Business
Women-Owned Small Business

**Entity Owned:** No

**More details** +

# 8(a)

The **8(a) Business Development (BD) Program** offers a broad scope of assistance to firms that are owned and controlled at least 51% socially and economically disadvantaged individual(s).

Get started now on your 8(a) Initial Application.

# Women-Owned Small Business

**Status:** Active **Status:** Active

### Application packages

| Application package | Type | Program Participation Status | Submission Date | Expiration Date | Decision | Action |
|---|---|---|---|---|---|---|
| EDWOSB Self-Certification | Certificate | Active | 03/07/2019 | 03/06/2020 | Self Certified | |
| WOSB Self-Certification | Certificate | Active | 09/01/2018 | 09/01/2019 | Self Certified | Renew |

# Mentor Protégé

The purpose of the new program is to develop strong protégé firms through mentor-provided business development assistance, and to help protégés successfully compete for government contracts.

Get started now on your All Small Business Mentor-Protégé agreement.

# My documents

| Document Name | Create Date | Status | Action |
|---|---|---|---|
| 2018 W-2.pdf | 03/04/2019 | Active | View |
| 2018 W-2.pdf | 03/04/2019 | Active | View |
| 4506-T.pdf | 02/26/2019 | Active | View |

| Document Name | Create Date | Status | Action |
|---|---|---|---|
| emerald coast construction & interior_18s_FC.pdf | 02/26/2019 | Active | View |
| EMERALD COAST CONSTRUCTION AND LLC 16.pdf | 02/26/2019 | Active | View |
| EMERALD COAST CONST AND INTERIORS 17.pdf | 02/26/2019 | Active | View |
| osborne-bernard & denise_16i_FC.pdf | 02/26/2019 | Active | View |
| osborne, bernard.pdf | 02/26/2019 | Active | View |
| osborne-bernard & denise_17i_FC.pdf | 02/26/2019 | Active | View |
| Denise Birth Certificate.pdf | 09/01/2018 | Active | View |
| View all documents | | | |

Welcome Denise
Last logged in at 2019-03-07 16:54:15 UTC

Return to top

Your experience is important to us! Please visit the **Certify Knowledge Base** for assistance.

**SBA.gov/contracting**

**WhiteHouse.gov**

**Regulations.gov**

**BusinessUSA.gov**

**USA.gov**

**Contact SBA**

help@certify.sba.gov

## Denise Osborne

**From:** Julin Justin
**Sent:** Thursday, May 30, 2019 6:35 PM
**To:** denise@emeraldcoastconstandinteriors.com
**Subject:** CSDA-72276 WOSB & a EDWOSB Certification

—-—-—-—

Reply above this line.

Julin Justin commented:

Hello Denise,

According to our records you are self certified for WOSB and EDWOSB:
[1]

Do you have any other questions regarding this request?

Best Regards,
Certify Help Desk Team
---
[1] https://sbaone.atlassian.net/secure/attachment/45937/45937_image-2019-05-30-19-33-46-322.png

View request: https://sbaone.atlassian.net/servicedesk/customer/portal/3/CSDA-72276?token=eyJ0eXAiOiJKV1QiLCJhbGciOiJIUzI1NiJ9.eyJxc2giOiI4NjRhOGJlMDlkYjE1YmI2ZTkwMDQyMTVkZjI4OWM1ZDhjZmFkYzRjN2Y1N2E3M2JjN2Y0MGFmYWU0NGZkMDlmIiwiaXNzIjoic2VydmljZWRlc2stand0LXRva2VuLWlzc3VlciIsImNvbnRleHQiOnsidXNlciI6IjI3OTAxIiwiaXNzdWUiOiJDU0RBLTcyMjc2In0sImV4cCI6MTU2MTY3ODQ4OCwiaWF0IjoxNTU5MjU5Mjg4fQ.wGLq5wt_p0BPcpQh9UJdl269Z-ZZz80DjSecpMeKugY&sda_source=notification-email

Turn off this request's notifications: https://sbaone.atlassian.net/servicedesk/customer/portal/3/CSDA-72276/unsubscribe?jwt=eyJ0eXAiOiJKV1QiLCJhbGciOiJIUzI1NiJ9.eyJxc2giOiIxNmMzOWViYjAxNTNiNWU1ZTE4MDEwMWM1NTMxOTRlZWY3YWQ1NGI3ZDVjZTJmNmFhZDY1MDczMTBlODUyNTI0IiwiaXNzIjoic2VydmljZWRlc2stand0LXRva2VuLWlzc3VlciIsImNvbnRleHQiOnsidXNlciI6InFtOjU5M2U3ZTViLWQ4NzQtNGJjYi1iZjYwLTNjODU5OWExYTNiMTo1YzgxNWJkMjAzOWI4NDdmNmEzODNiMTAiLCJpc3N1ZSI6IkNTREEtNzIyNzYifSwiZXhwIjoxNTYxNjc4NDg4LCJpYXQiOjE1NTkyNTkyODh9.GEECJKxBjoEN6MjwkE3xKQqwcKV2D7kyDTY8GOpjizk

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# NEW YORK STATE

MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE ("MWBE")

## CERTIFICATION

Empire State Development's Division of Minority and Women's Business Development grants a

## Women Business Enterprise (WBE)

pursuant to New York State Executive Law, Article 15-A to:

## Genesee Office Interiors, Inc.

**Certification Awarded on:** December 29, 2016
**Expiration Date:** December 29, 2019
**File ID#:** 44378

NEW YORK STATE OF OPPORTUNITY. | Division of Minority and Women's Business Development

A Division of Empire State Development

**DEPARTMENT OF TRANSPORTATION**
OFFICE OF BUSINESS AND ECONOMIC
OPPORTUNITY
1823 - 14TH STREET
SACRAMENTO, CA 95811
Phone (916) 324-1700
Fax (916) 324-1862
TTY 711
www.dot.ca.gov

Making Conservation
a California Way of Life.

August 24, 2018

Delinda O. Forsythe
Innovative Commercial Environments
9645 Scranton Road, Suite 165
San Diego, CA 92121

Firm ID: 38017

Subject: State Minority Business Enterprise (SMBE) and/or State Women Business Enterprise (SWBE) Recertification Approval

Dear Delinda O. Forsythe :

Thank you for your continued interest in the State Minority Business Enterprise (SMBE) and/or State Women Business Enterprise (SWBE) Certification Program.

We are pleased to inform you that your business has been recertified and your firm's SMBE and/or SWBE certification is good through **September 1, 2020.**

**Please note that SMBE and/or SWBE certificates will no longer be issued when certifications are renewed. You will need to retain this letter as verification of your firm's certification.**

We wish you much success in your continued business endeavors.

Sincerely,

MARYLEE MIGLINO
Office Chief
Certification Branch

# BUSINESS ENTERPRISE CERTIFICATE

## INNOVATIVE COMMERCIAL ENVIRONMENTS

12250 EL CAMINO REAL, SUITE 200
SAN DIEGO, CA 92130

**Owner: DELINDA O. FORSYTHE**

**Business Structure: LIMITED LIABILITY COMPANY**

**STATE WOMEN BUSINESS ENTERPRISE**

**This Certification Not Valid For Federal Aid Contracts**

**This certificate acknowledges that said firm is approved by the California Department of Transportation as a State Minority Business Enterprise or State Women Business Enterprise (or in some cases both) in accordance with Assembly Bill Number 486, Chapter 1329 and the California Public Code, Chapter 2.5 (commencing with Section 2050), for the following NAICS codes:**

| | | |
|---|---|---|
| | 541420 | Industrial Design Services |
| * | 425120 | Wholesale Trade Agents and Brokers |
| | 541410 | Interior Design Services |

* Indicates primary NAICS code

**CERTIFYING AGENCY:**
DEPARTMENT OF TRANSPORTATION
1823 14TH STREET, MS 79
SACRAMENTO, CA 95814 0000
(916) 324-1700

Firm Number : 38017
Renewal Date : September 1, 2018

Janice Salais

August 5, 2016

Janice Salais , CERTIFYING AGENCY REPRESENTATIVE

# Certification Profile

State of California Certification

Certification ID : 55484

**Legal Business Name**
INNOVATIVE COMMERCIAL ENVIRONMENTS LLC

**Doing Business As (DBA) Name1**
ICE

**Doing Business As (DBA) Name2**

**Office Phone Number**
858/947-7272

**Business Fax Number**
858/947-7273

**Business Web Address**
www.icesd.com ()

**Address**
9645 SCRANTON RD STE 165
SAN DIEGO
CA 92121

**Email:**
delinda@icesd.com (mailto:delinda@icesd.com)

**Total Number of Employees**
23

**Business Types**
Non-Manufacturer , Service

**Service Areas**
Alameda , Alpine , Amador , Butte , Calaveras , Colusa , Contra Costa , Del Norte , El Dorado , Fresno , Glenn , Humboldt , Imperial , Inyo , Kern , Kings , Lake , Lassen , Los Angeles , Madera , Marin , Mariposa , Mendocino , Merced , Modoc , Mono , Monterey , Napa , Nevada , Orange , Placer , Plumas , Riverside , Sacramento , San Benito , San Bernardino , San Diego , San Francisco , San Joaquin , San Luis Obispo , San Mateo , Santa Barbara , Santa Clara , Santa Cruz , Shasta , Sierra , Siskiyou , Solano , Sonoma , Stanislaus , Sutter , Tehama , Trinity , Tulare , Tuolumne , Ventura , Yolo , Yuba

View Keywords | View Classifications

## Active Certifications

More Help

| Certification Type | Status | From | To |
|---|---|---|---|
| SB | Approved | 09/05/2019 | 09/30/2021 |

## Certification History

More Help

| Certification Type | Application Date | Status | Status Date/Time | From | To |
|---|---|---|---|---|---|
| SB | 07/24/2017 | Expired | 08/01/19 12:46AM | 07/31/2017 | 07/31/2019 |
| SB(Micro) | 06/25/2013 | Expired | 06/25/13 12:00AM | 07/18/2013 | 07/31/2017 |

To verify most current certification status go to: https://www.caleprocure.ca.gov

# Office of Small Business & DVBE Services

**Certification ID:** 1803179

**Legal Business Name:** METRO CONTRACT GROUP INC

**Doing Business As (DBA) Name 1:** METRO CONTRACT GROUP

**Doing Business As (DBA) Name 2:** METRO CONTRACT GROUP

**Address:** 1111 BROADWAY
Suite 1650
OAKLAND
CA 94607

**Email Address:** dwight@metrocontractgroup.com

**Business Web Page:**

**Business Phone Number:** 510/254-4281

**Business Fax Number:** 510/254-4281

**Business Types:** Non-Manufacturer , Service

| Certification Type | Status | From | To |
|---|---|---|---|
| SB(Micro) | Approved | 11/26/2019 | 11/30/2021 |

# Certification Profile

State of California Certification

Certification ID: 1803179

**Legal Business Name**
**METRO CONTRACT GROUP**

**Doing Business As (DBA) Name1**
**METRO CONTRACT GROUP**

**Doing Business As (DBA) Name2**
**METRO CONTRACT GROUP**

**Office Phone Number**
**510/254-4281**

**Business Fax Number**
**510/254-4256**

**Business Web Address**

**Address**
**1111 BROADWAY**
**Suite 1650**
**OAKLAND**
**CA 94607**

**Email:**
**dwight@metrocontractgroup.com**

**Business Types**
**Non-Manufacturer , Service Office Furniture**

**Service Areas**
**Contra Costa , Los Angeles , Marin , Mendocino , Monterey , Napa , Sacramento , San Francisco , San Mateo , Santa Cruz , Shasta , Sonoma , Yolo**

| Certification Type | Application Date | Status | Status Date/Time | From | To |
|---|---|---|---|---|---|
| SB | 11/28/2017 | Approved | 11/28/17 12:48PM | 11/28/2017 | 11/30/2019 |

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One state. One system.
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For further information, help or simply to give feedback on the site reach out to vendors@fiscal.ca.gov

# *SUPPLIER CLEARINGHOUSE*

## *CERTIFICATE OF ELIGIBILITY*

CERTIFICATION EXPIRATION DATE: **January 24, 2022**

The Supplier Clearinghouse for the Utility Supplier Diversity Program of the California Public Utilities Commission hereby certifies that it has audited and verified the eligibility of:

***Metro Contract Group***

***Minority Business Enterprise (MBE)***

pursuant to Commission General Order 156, and the terms and conditions stipulated in the Verification Application Package. This Certificate shall be valid only with the Clearinghouse seal affixed hereto.

Eligibility must be maintained at all times, and renewed within 30 days of any changes in ownership or control. Failure to comply may result in a denial of eligibility. The Clearinghouse may reconsider certification if it is determined that such status was obtained by false, misleading or incorrect information. Decertification may occur if any verification criterion under which eligibility was awarded later becomes invalid due to Commission ruling. The Clearinghouse may request additional information or conduct on- site visits during the term of verification to verify eligibility.

This certification is valid only for the period that the above firm remains eligible as determined by the Clearinghouse. Utility companies may direct inquiries concerning this Certificate to the Clearinghouse at (800) 359-7998 in Los Angeles.

***VON: 13010010***

***DETERMINATION DATE: January 24, 2019***

THIS CERTIFIES THAT

# Metro Contract Group

dba Metro Contract Group

NMSDC
National Minority Supplier Development Council

* Nationally certified by the: **WESTERN REGIONAL MINORITY SUPPLIER DEVELOPMENT COUNCIL**

*NAICS Code(s): 541420; 337214; 238390

* Description of their product/services as defined by the North American Industry Classification System (NAICS)

| | |
|---|---|
| 09/30/2019 | WR02151 |
| **Issued Date** | **Certificate Number** |
| 09/30/2020 | |
| **Expiration Date** | **Cecil Plummer, President** |

Adrienne Trimble

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: http://nmsdc.org

Certify, Develop, Connect, Advocate.

* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®

Print

# Office Design Group, Inc.

## Duns: 130310811

Company Email: Rusty@teamodg.com | Web Address: www.officedesigngroup.com | Phone: 9492155517

### Business Information

Doing Business As:
Last Verified: 4/26/2018
Expiration Date: 4/26/2021
Business Address 1: 9963 Muirlands Blvd.
Business Address 2:
City: Irvine
State/Territory: California
Zip: 92618
Phone: 9492155517
Fax: 9492155599

### Business Type

Business Type:
Cage Code: 1ZHQ4
NAICS Codes: 238390, 339113, 423620, 423990, 337214, 314110, 423920, 541614, 423910, 423450, 442110, 337122, 423210, 424950, 532420
Year Established: 1999
FSC: 4240, 7110, 7125, 7195
PSC: H171, K071, N071, S214, W071
Service Disabled Veteran Owned Small Business
Woman Owned Small Business: No
Minority Owned Small Business: Yes
Hub Zone: No
8(a): Yes
Purchase Card: Yes

## Capabilities

Number of Employees: 8

Number of Veteran Employees: 1

Number of Operating Locations: 1

Service Areas: All

Capabilities Keywords: Furniture Merchant Wholesalers, Medical, Dental, and Hospital Equipment and Supplies Merchant Wholesalers, Electrical and Electronic Appliance, Television, and Radio Set Merchant Wholesalers, Sporting and Recreational Goods and Supplies Merchant Wholesalers, Toy and Hobby Goods and Supplies Merchant Wholesalers, Other Miscellaneous Durable Goods Merchant Wholesalers, Interior Design Services, Other Specialized Design Services; Furniture Merchant Wholesalers; Medical, Dental, and Hospital Equipment and Supplies Merchant Wholesalers; Electrical and Electronic Appliance, Television, and Radio Set Merchant Wholesalers; Sporting and Recreational Goods and Supplies Merchant Wholesalers; Toy and Hobby Goods and Supplies Merchant Wholesalers; Other Miscellaneous Durable Goods Merchant Wholesalers; Furniture Stores; Office Machinery and Equipment Rental and Leasing; Interior Design Services; Other Specialized Design Services; Surgical appliance and supplies, safety and rescue equipment

Capabilities Narrative: ODG offers interior design services and space planning, along with all types of business furniture, flooring, and wall covering. We have the capability of supplying a complete packaged office through both our CFMS and Packaged office schedules. We also manage each project from inception to completion. Additionally, we specialize in the procurement of all FF&E products for design/build projects. While we excel at providing our clients with the capability of one-stop shopping and project management from conception to completion, we also specialize in working with both General Contractors and the end-user in providing turn-key operations. There is virtually nothing that we cannot procure for the end-user, whether it is a product that is standard fare requiring a normal procurement effort or a product that is more esoteric requiring a creative solution. Our clients have ranged from standard offices to physical fitness arenas, from child development centers to veterans homes, from the retrofit/reconfiguration of earthquake prone buildings to furnishing apartment buildings and BEQ/BOQs. We are capable of handling most any requirement that one would need for either the interior or exterior of a building.

# South Central Texas Regional Certification Agency

"Increasing economic prosperity by creating opportunities and eliminating barriers"

*www.sctrca.org*

March 7, 2018

Kay Harig
OfficeSource, Ltd. DBA MoveSource, Ltd.
1133 Broadway
San Antonio, TX 78215

Dear Kay Harig:

We are pleased to inform you that your application for certification in our Small, Minority, Woman and Veteran Business Enterprise (S/M/W/V) Program has been approved. Your firm met the requirements of the SCTRCA Policy and Procedure Manual and is currently certified as a:

***SBE WBE**

Certification Number: **218036973**
Certification Expiration: **February 29, 2020**

Providing the following products or services:
NAICS 442110: FURNITURE AND APPLIANCE STORES (I.E., PRIMARILY RETAILING FURNITURE)

On the two year anniversary date of your certification, you are required to provide a renewal application affirming that no changes have occured affecting your certification status. The SCTRCA will send you a Certification Renewal reminder **sixty (60) days** prior to your expiration date. The SCTRCA will no longer include a certificate upon certification renewals. **Your expiration date is February 29, 2020.**

Please notify this office within **thirty (30) days** of any changes affecting the size, ownership, control requirements, or any material change in the information provided in the submission of the certification application. Thank you in advance.

Sincerely,

Charles Johnson,
Executive Director

WBENC

WOMEN'S BUSINESS ENTERPRISE NATIONAL COUNCIL

JOIN FORCES. SUCCEED TOGETHER.

hereby grants

# National Women's Business Enterprise Certification

to

## WH&L SPACES, LLC

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).
This certification affirms the business is woman-owned, operated and controlled; and is valid through the date herein.

Certification Granted: November 2, 2018
Expiration Date: November 30, 2019
WBENC National Certification Number: WBE1802190

WBENC National WBE Certification was processed and validated by Women's Business Enterprise Alliance, a WBENC Regional Partner Organization.

April Day

Authorized by April Day, President
Women's Business Enterprise Alliance

WBEA

NAICS: 442110
UNSPSC: 56111500, 56111501, 56111502, 56111503, 56111504, 56111505, 56111506, 56111507, 56111508, 56111509, 56111510, 56111511, 56111512, 56111513, 56111514, 56111600, 56111601, 56111602, 56111603, 56111604, 56111605, 56111606, 56111700, 56111701, 56111702, 56111703, 56111704, 56111705, 56111706, 56111707, 56111800, 56111801, 56111802, 56111803, 56111804, 56111805, 56111806, 56112000, 56112001, 56112002, 56112003, 56112004, 56112005, 56112100, 56112101, 56112102, 56112103, 56112105, 56112106, 56112108, 56112109, 56112200, 56112201, 56112202, 56112203, 56112204, 56112205, 56112206

**GLENN HEGAR** TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority-, woman- and service disabled veteran-owned businesses as HUBs and facilitates the use of HUBs in state procurement and provides them with information on the state's procurement process.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. Provided that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

You must notify the HUB Program in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. *Note: Any changes made to your company's information may require the HUB Program to re-evaluate your company's eligibility.*

Please visit our website at http://comptroller.texas.gov/procurement/prog/hub/ and reference our publications (i.e. Grow Your Business pamphlet, HUB Brochure and Vendor Guide) providing addition information on state procurement resources that can increase your company's chances of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

---

## Texas Historically Underutilized Business (HUB) Certificate

HUB
Statewide Historically Underutilized Business Program

| | |
|---|---|
| Certificate/VID Number: | **1201885128200** |
| File/Vendor Number: | **041053** |
| Approval Date: | **14-FEB-2017** |
| Scheduled Expiration Date: | **14-FEB-2021** |

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

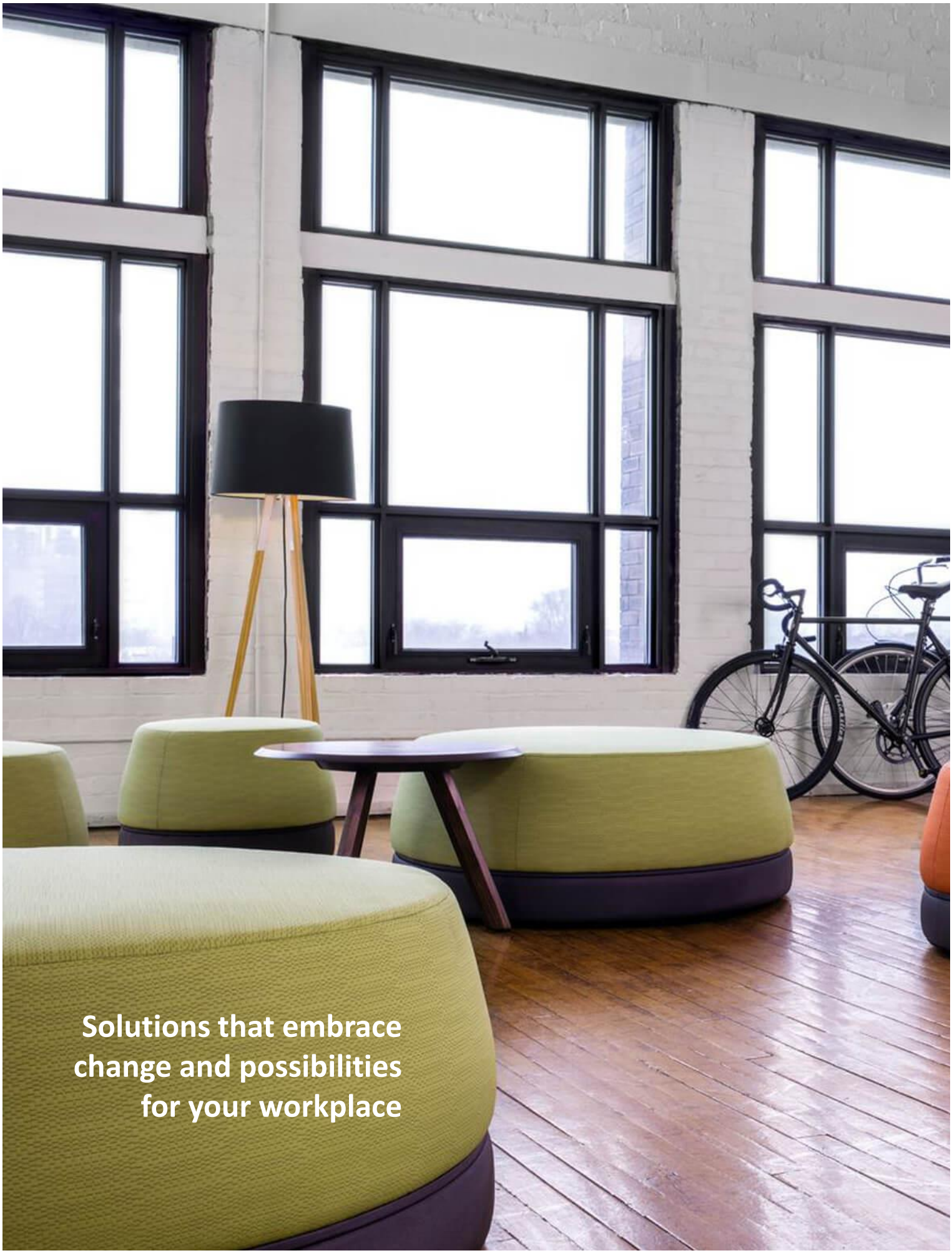
# WORTHINGTON CONTRACT

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 17-FEB-2017, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

*Bobby Pounds, Interim Director*
*Statewide Support Services Division*

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (**https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp**) or by contacting the HUB Program at **512-463-5872** or toll-free in Texas at **1-888-863-5881**.

Rev. 06/16


Solutions that embrace
change and possibilities
for your workplace

NORTH RICHLAND HILLS

(APPENDIX H TO THE PURCHASING POLICY AND PROCEDURES MANUAL)
**CITY OF NORTH RICHLAND HILLS**
**COOPERATIVE PURCHASE CUSTOMER AGREEMENT**

This **Cooperative Purchase Customer Agreement** (**"Customer Agreement"**) is entered into by and between **WORKPLACE SOLUTIONS, INC.** (**"Reseller"**), an authorized Reseller of **TEKNION** (**"Vendor"**) and the **City of North Richland Hills,** (**"Customer"** or **"Authorized Customer"**), a Texas government entity, and a Customer authorized to purchase goods or services pursuant to the Agreement between the **OMNIA Partners** ("Cooperative Entity") and Vendor, Contract No. **R191816**, as amended, (the "Agreement") with an expiration date of **9/30/2024**. This Customer Agreement includes and shall be governed by (i) the terms and conditions of the Agreement, which are incorporated herein by reference and available online at **N/A** or upon request from Library Interiors, (iii) the attached Library Interiors Quote/Purchase Order No. **Quote # 2965**, if applicable, and (iii) the Government Contract and Purchasing Rider for Contracts with the City of North Richland Hills Contracts, if applicable, all of which are attached hereto and/or incorporated herein by reference. Authorized Customer is eligible and desires to purchase **furniture** pursuant to the terms and conditions of the Agreement as the Cooperative Entity may specify from time to time, as well as the terms and conditions of this Customer Agreement. To ensure goods and services are provided directly to the Customer, the Cooperative Entity will only be responsible for services provided to the Cooperative Entity and will not be responsible for payments for services provided to the Customer.

The Authorized Customer agrees to the terms and conditions of the Agreement as applicable and as authorized by law. The Authorized Customer hereby agrees that it is separately and solely liable for all obligations and payments for equipment, products and services provided hereunder. Reseller agrees that Customer shall be entitled to the same rights and protections under the law afforded to the Cooperative Entity under the Agreement, as applicable, as if Customer had entered into the Agreement. Except in the event of gross negligence or intentional misconduct, Customer's liability shall not exceed the amount paid by Customer under this Customer Agreement for the proceeding twelve (12) month period. Reseller agrees that until the expiration of three (3) years after final payment under this Customer Agreement, or the final conclusion of any audit commenced during the said three years, Customer, or Customer's designated representative, shall have access to and the right to audit at reasonable times, all records, hard copy or electronic, involving transactions relating to this Customer Agreement necessary to determine compliance herewith, at no additional cost to the Customer. Reseller agrees that the Customer shall have access to such records during normal business hours. Customer shall provide Reseller with reasonable advance notice of any intended audits.

**Purchase Price** - Payments under this Customer Agreement shall not exceed $ **$27,626.02** ("Purchase Price").

**Term** - The Term of this Customer Agreement ("Term") shall be for one of the following as selected below (Select the type of contract that applies):

☒ ***Single Purchase Contract*** –The Term shall not exceed one (1) year, and this Customer Agreement shall be for the purchase of goods or services as specified and quoted by the Vendor, and the Purchase Price shall not exceed the budgeted amount for Customer's current fiscal year for the applicable goods and services.

☐ ***Supply / As Needed Contract*** – The Term shall be effective as of October 1st and shall expire on September 30th at the end of FY **23-24**. This Customer Agreement shall be for multiple purchases of goods or services on an as needed basis, from the same vendor under the same contract, and shall not exceed the budgeted amount for Customer's current fiscal year for the applicable goods and services.

☐ ***Multi-Year Contract*** – The Term shall be for **INSERT TERM** year(s) expiring on **INSERT EXPIRATION DATE**. This Customer Agreement may be renewed for **INSERT NUMBER OF RENEWALS.** Customer Agreement shall be with a single vendor for products and services. If the amount of expenditures under this Multi-Year Contract equals or exceeds $50,000 in the aggregate, City Council approval is required. In the event the City does not appropriate sufficient funds to make payments during the current or any subsequent year, the City shall have the right to terminate this Multi-Year Contract at the end of any such fiscal year without penalty.

☐ ***Emergency Purchase*** – Purchases that are necessary to address a public calamity, because of unforeseen damage to property, or to protect the public health or safety where the City's ability to serve the public would be impaired if the purchase were not made immediately. Emergency purchases must meet the requirements of Local Government Code 252.022, and must be ratified by City Council if the purchase is $50,000 or more.

(***Government Rider*** - Select if Vendor has additional terms and conditions that apply to this purchase)

☒ ***Government Contract and Purchasing Rider for Contracts with the City of North Richland Hills, Texas*** – If this purchase contains additional terms and conditions from the Vendor, other than those set forth in the Agreement, the Vendor shall separately execute the Government Contract and Purchasing Rider for Contracts with the City of North Richland Hills, Texas ("Government Rider"). Such applicable terms and conditions as set forth in the Government Rider shall supersede any conflicting terms of the Vendor's terms and conditions, and such Government Rider shall control. The Government Rider is attached hereto, incorporated herein by reference and made a part of this Customer Agreement for all purposes.

The undersigned represents and warrants that he/she has the power and authority to execute this Customer Agreement, bind the respective party, and that the execution and performance of this Customer Agreement has been duly authorized by the respective party. This Customer Agreement, and any amendment hereto, may be executed in counterparts, and electronically signed, scanned, digitally signed and sent via electronic mail and such signatures shall have the same effect as original manual signatures.

Each party has caused this Customer Agreement to be executed by its duly authorized representative on this **25th** day of **March** 20 **24**

.[Signature Page Follows]

**ACCEPTED AND AGREED:**

**CITY OF NORTH RICHLAND HILLS:**

**APPROVED:** I certify that funds are currently available for this purchase.
☐ **(Check the box if $3,000 or less)**

By: Scott Kendall Digitally signed by Scott Kendall Date: 2024.04.03 15:27:39 -05'00'
Scott Kendall, Purchasing Manager

Department Director:

By: _____
Printed Name: Cecilia Barnum
Department: Library

**APPROVED:**

By: _____ Date: _____
Paulette Hartman, City Manager

Or Designee:

By: _____ Date: _____
Name:
Title:

**ATTEST:**

By: _____
Alicia Richardson, City Secretary/Chief Governance Officer

By: _____
Traci Henderson, Assistant City Secretary

NRH City Council Action: Y ☐ N ☐

Date Approved:

Agenda Item No:

Ord/Res No.

**APPROVED TO FORM AND LEGALITY:**

By: _____
Cara White, Interim City Attorney

By: _____
Thomas McMillian, Assistant City Attorney

**Workplace Solutions, Inc.:**

By: Karen Terry
Workplace Solutions, Inc.:
Title: Controller
Date: 4/3/2024

**GOVERNMENT CONTRACT AND PURCHASING RIDER**
**FOR CONTRACTS WITH THE CITY OF NORTH RICHLAND HILLS, TEXAS**

By submitting a response to a solicitation or bid, or by entering into a contract for goods or services and/or by accepting a purchase order, the Contractor, Consultant, Vendor, or other party identified below (collectively "Contractor"), agrees that the terms and conditions herein shall govern all agreements with the City unless otherwise agreed to by **a specifically executed provision** within the contract or purchase order, provided same is permissible by law. The terms are conditions herein are BINDING and SUPERSEDE any and all other terms and conditions whether oral or written in any separate agreement or found on Contractor's website or other electronic platform.

**APPLICATION.** This **GOVERNMENT CONTRACT AND PURCHASING RIDER FOR CONTRACTS WITH THE CITY OF NORTH RICHLAND HILLS, TEXAS** ("Government Rider") applies to, is considered a part of, is incorporated into, and takes precedence over any conflicting provision in, or attached to, the Response to Solicitation or Bid, Contract or Purchase Order, Agreement for Purchase or Sale, Standard Terms and Conditions, Quote, Invoice, or other applicable agreement of the Contractor (collectively the "Agreement"), to which this Government Rider is attached and described as follows:

Title of Agreement with Additional Terms: **Workplace Solutions, Inc.**
Legal Name of Cooperative Contractor: **OMNIA Partners**
Legal Name of Third-Party Contractor (if applicable) (if not applicable enter N/A): **Workplace Solutions, Inc.**
Description of Goods or Services ("Goods or Services"): **Teknion volume stacking chairs, delivery and install**
Cooperative Agreement: **OMNIA R191816**
Total Contract Price: $ **27,626.02**

Notwithstanding any language to the contrary in the attached Agreement between Contractor and the **City of North Richland Hills ("City")**, individually referred to as a "party" and collectively referred to as the "parties," the parties stipulate by evidence of execution of this Government Rider below by a representative of each party duly authorized to bind the parties hereto, that the parties hereby agree that the provisions in this Government Rider below shall be applicable to and shall modify and supersede the Agreement as set forth below:

**SECTION 1. TIME FOR PAYMENT AND INTEREST**. The City's payments under the Agreement, including the time of payment and the payment of interest on overdue amounts, are subject to Chapter 2251 of the Texas Government Code. Payment shall be due within thirty (30) days of (i) the date of the City's receipt of the goods under the Agreement; (ii) the date the performance of the services under the Agreement are completed; or (iii) the date the City receives an invoice for the goods or services, whichever is later. Interest on any overdue payment shall not exceed 1% plus the prime rate as published by the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. The City reserves the right to modify any amount due to the Contractor presented by invoice to the City if necessary to conform the amount to the terms of the Contract, the Texas Government Code or this Government Rider. To the extent the Agreement requires the City to agree to a higher rate of interest than allowed by law, or to incur penalties or late fees prior to 30 days before receipt of invoice or services, any such requirements shall be null and void, are hereby deleted from the Agreement and shall have no force or effect.

**SECTION 2. INDEMNIFICATION; LIABILITY; NO FUTURE DEBT.**

**2.1 Multiyear Contracts.** If the NRH City Council does not appropriate funds sufficient to make any payment for a fiscal year after the City's fiscal year in which the Agreement becomes effective, and there are no proceeds available for payment from the sale of bonds or other debt instruments, then the Agreement shall automatically terminate at the end of the fiscal year for which funds were appropriated, in accordance with Section 5, Article XI of the Texas Constitution. The City shall have the right to terminate the Agreement at the end of any City fiscal year, without any penalty to the City, if the City Council does not appropriate sufficient funds to continue the Agreement to the next fiscal year. The City shall provide Contractor with as much advance written notice of such termination as is reasonably possible, but not less than thirty (30) days.

**2.2 No Future Debt.** In compliance with Section 5, Article XI of the Texas Constitution, all payment obligations of the City hereunder are subject to the availability of funds. If such funds are not appropriated or become unavailable during the Term of the Agreement, or in any renewal year of the Agreement, the City shall have the right to terminate the Agreement, except for those portions of funds which have been appropriated prior to termination. To the extent the Agreement requires the City to agree to the creation of future debt for which funds are not appropriated, any such requirement shall be null and void, is hereby deleted from the Agreement and shall have no force or effect.

**2.3 INDEMNIFICATION AND LIABILITY. CONTRACTOR SHALL BE LIABLE FOR, AND SHALL INDEMNIFY AND HOLD THE CITY ITS OFFICERS, AGENTS, EMPLOYEES, VOLUNTEERS, AND REPRESENTATIVES (collectively "CITY INDEMNITEES") HARMLESS FROM ANY INJURY, LOSS OR DAMAGE DUE TO, OR ARISING OUT OF, THE NEGLIGENT ACTS OR OMISSIONS OR INTENTIONAL MISCONDUCT OF CONTRACTOR. TO THE EXTENT THE AGREEMENT REQUIRES THE CITY TO INDEMNIFY, DEFEND AND/OR HOLD CONTRACTOR OR ANY OF ITS AFFILIATES, EMPLOYEES, DIRECTORS, OFFICERS, VOLUNTEERS, OR REPRESENTATIVES (collectively the "CONTRACTOR INDEMNITEES") HARMLESS, THE CITY SHALL NOT BE REQUIRED TO DEFEND ANY CONTRACTOR INDEMNITEE UNDER THE AGREEMENT AND THE CITY SHALL ONLY INDEMNIFY OR HOLD ANY INDEMNITEE HARMLESS TO THE EXTENT PERMITTED BY APPLICABLE LAW, AND ONLY TO THE EXTENT SUCH INJURY, LOSS, OR DAMAGE IS DUE TO THE NEGLIGENT ACTS OR OMISSIONS OR INTENTIONAL MISCONDUCT OF THE CITY. THE CITY SHALL NOT BE UNDER ANY OBLIGATION TO CREATE ANY SINKING FUND TO SATISFY ANY OBLIGATION TO INDEMNIFY UNDER THE AGREEMENT. NOTWITHSTANDING ANY OF THE FOREGOING, IN NO EVENT SHALL THE CITY'S LIABILITY EXCEED THE TOTAL AMOUNT OF FEES PAID BY THE CITY UNDER THE AGREEMENT FOR THE PREVIOUS TWELVE MONTH PERIOD. IN NO EVENT SHALL**

**EITHER PARTY BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES UNDER THE AGREEMENT. THIS PROVISION SHALL SUPERSEDE ANY OTHER PROVISION OF CONTRACTOR IN ANY SEPARATE AGREEMENT, TERMS AND CONDITIONS, QUOTE OR INVOICE.**

**SECTION 3. TERMINATION.** Notwithstanding Section 2 above, and unless otherwise specifically agreed to by the parties, either party may terminate this Agreement by providing thirty (30) days prior written notice of such termination to the other party. Termination pursuant to this Section shall not relieve the Contractor of any obligation or liability that has accrued prior to cancellation. City shall pay Contractor for any services performed up to the effective date of such termination. **This Agreement is subject to termination, without penalty, at any time the City deems the Contractor to be non-compliant with contractual obligations.** Unless otherwise specifically agreed to by the parties in writing, to the extent the Agreement requires the City to (i) agree to a shorter termination period than thirty (30) days; (ii) agree to automatic renewals not included as a part of the "Term of the Agreement" listed above in this Government Rider; or (iii) incur a termination penalty, any such requirement shall be null and void, is hereby deleted from the Agreement and shall have no force or effect.

**SECTION 4. INSURANCE.** The City is a Government entity under the laws of the state of Texas, and pursuant to Chapter 2259 of the Texas Government Code, "Self-Insurance by Government Units," the City is self-insured and therefore is not required to purchase insurance. The City shall not be required to purchase an insurance policy under this Agreement. Any such requirement in the Agreement shall be null and void, is hereby deleted from the Agreement and shall have no force or effect. The City will provide a letter of self-insured status as requested by Contractor.

**SECTION 5. CONFIDENTIALITY.** The City is a Government entity under the laws of the State of Texas and all documents or information held or maintained by the City are subject to disclosure under the Texas Public Information Act, Chapter 552 of the Texas Government Code (the "Act"). To the extent any provision in the Agreement attempts to prevent the disclosure of information that is subject to public disclosure under federal or Texas law, including any provision that prohibits disclosure of the terms and conditions of the Agreement, such provision is invalid. Any such requirement in the Agreement shall be null and void, is hereby deleted from the Agreement and shall have no force or effect.

**SECTION 6. TAX EXEMPTION.** The City shall not be liable to Contractor for any federal, state or local taxes for which the City is not liable by law, including state and local sales and use taxes, pursuant to Section 151.309 of Title 3, Texas Tax Code, and federal excise tax, pursuant to Subtitle D of the Internal Revenue Code. Accordingly, those taxes shall not be added to any goods or services under the Agreement. The City shall furnish a copy of the applicable tax exemption certificate upon request from Contractor. If the City is billed for any taxes not in compliance with this Section 6, the City shall be authorized to remit payment less the taxes imposed.

**SECTION 7. GOVERNING LAW AND VENUE.** This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed in accordance with the laws of the United States and the state of Texas, exclusive of conflicts of laws provisions. Venue for any suit brought under this Agreement shall be in a court of competent jurisdiction in Tarrant County, Texas. To the extent this Agreement is required to be governed by any state law other than Texas or venue in any jurisdiction other than Tarrant County, any such requirement in the Agreement shall be null and void, is hereby deleted from the Agreement and shall have no force or effect.

**SECTION 8. ATTORNEYS' FEES; PENALTIES; LIQUIDATED DAMAGES:** The City shall only be liable for attorneys' fees for breach of this Agreement to the extent such attorneys' fees are reasonable and necessary and equitable and just as authorized by Section 271.153 of the Texas Local Government Code. To the extent the attached Agreement requires the City to pay attorneys' fees for any action contemplated or taken, or to incur penalties or liquidated damages in any amount not authorized by Section 271.153, any such requirement shall be null and void, is hereby deleted from the Agreement and shall have no force or effect.

**SECTION 9. SOVEREIGN IMMUNITY.** Nothing in the Agreement, or herein in this Government Rider, constitutes a waiver of the City's sovereign immunity. To the extent the Agreement requires the City to waive its rights or immunities as a government entity, any such requirement shall be null and void, is hereby deleted from the Agreement and shall have no force or effect.

**SECTION 10. ASSIGNMENT.** To the extent the Agreement addresses the right to assign any rights or interest in the Agreement to another party, such right of assignment shall be reciprocal, and neither party shall have the right to assign or transfer any of its rights or interests in the Agreement without the express prior written consent of the other party. Notwithstanding, the Contractor shall have the right to assign the Agreement to any entity in which it is a recognized legal affiliate or subsidiary or which such entity obtains a majority interest without the consent of the City; however, Contractor shall give the City at least thirty (30) days' written notice of any such assignment or transfer of interest.

**SECTION 11. RIGHT TO TRIAL BY JURY.** The City reserves its right to settle disputes by trial by jury. Any such provision in the Agreement that requires the City to waive its right to a trial by jury shall be null and void, is hereby deleted from the Agreement and shall have no force or effect.

**SECTION 12. ALTERNATIVE DISPUTE RESOLUTION.** To the extent the Agreement requires all disputes to be resolved by binding arbitration, any such provision shall be null and void, is hereby deleted from the Agreement and shall have no force or effect. Prior to instituting litigation under the Agreement, the parties may agree to mediation upon written mutual consent. Any such mediation shall be governed by the applicable rules of the American Arbitration Association, with mediation being held in Tarrant County, Texas. Each party shall share equally in the costs of the mediator, and shall be responsible for its own attorney's fees and expenses.

**SECTION 13. LIMITATION ON CLAIMS.** Any claim for breach of this Agreement shall be brought within four (4) years in accordance with Texas Civil Practices and Remedies Code Sec. 16.004 and Texas Business and Commerce Code Sec. 2.725. To the extent the Agreement requires a shorter period for limitation on claims, any such requirement shall be null and void, is hereby deleted from the Agreement and shall have no force or effect.

**SECTION 14. FORCE MAJEURE.** Either party may terminate this Agreement and shall not be liable for any alleged damages or loss due to failure to perform its obligations under this Agreement if the performance is delayed or canceled by reason of a Force Majeure event, including but not limited to, war; civil commotion; acts of God; inclement weather; Government restrictions, regulations, or interferences; fires; labor strikes; material shortages; lockouts, national disasters; epidemics; pandemics; riots; transportation restrictions; or any other circumstances which are reasonably beyond the control of the party.

**SECTION 15. RIGHT TO AUDIT.** The City shall, until the expiration of three (3) years after final payment under the Agreement, have the right to access and the right to examine and photocopy any directly pertinent books, documents, papers and records, whether electronic or hardcopy (collectively "Records") of Contractor involving transactions under this Agreement to ensure compliance herewith. The City shall have the right to access Contractor's Records during normal working hours and shall provide Contractor with reasonable advance notice of intended audits, but not less than ten (10) business days.

**SECTION 16. SUCCESSORS AND ASSIGNS.** The parties each bind themselves and their successors, executors, administrators and assigns to this Agreement and to all covenants of this Agreement hereafter.

**SECTION 17. CITY'S LOGO OR MARKS.** The City's logo is protected by applicable federal and state copyright and trademark laws. Contractor may not use the City's name in a demeaning, obscene or detrimental manner as determined by the City in its sole discretion, and Contractor shall not use the City's logo in any manner, except as specifically approved by the City in writing.

**SECTION 18. RIDER CONTROLLING:** If any provisions of the attached Agreement, conflict with the terms herein of this Government Rider, are prohibited by applicable law, conflict with any applicable rule, regulation or ordinance of the City, the terms in this Government Rider shall control.

By signature below of an authorized representative, the parties hereby accept and agree to the terms and conditions set forth in this Government Rider.

**CITY OF NORTH RICHLAND HILLS:**

By: _____
Paulette Hartman
City Manager

Date: _____

**WORKPLACE SOLUTIONS, INC.**

By: Karen Terry
Name: Karen Terry
Title: Controller

Date: 4/3/2024

**ATTEST:**

By: _____
Alicia Richardson
City Secretary/Chief Governance Officer

**APPROVED AS TO FORM AND LEGALITY:**

By: _____
Cara White
City Attorney

teknion

March 26, 2024

Mary Williams
Acquisitions Clerk
North Richland Hills Public Library
9015 Grand Ave
North Richland Hills, Texas 76180

Dear Ms. Williams,

Please accept this letter as confirmation that Workplace Solutions is an approved Teknion dealer in good standing and is an authorized reseller on Teknion's Omnia Partners contracts:

Omnia Region 4 – Contract #R191816
Omnia City of Charlotte - Contract #2020000610

Respectfully,

Valerie Windrim

Valerie Windrim
Teknion LLC
Public Sector Contracts Manager
valerie.windrim@teknion.com
416-735-3438

# Proposal

**Workplace Solutions, Inc.**
**1505 Hi Line Dr Ste 100**
**Dallas, TX 75207**
**Phone: 214-741-9667**
**www.wpsolutions.com**

| | |
|---|---|
| **Quote/Order Number** | 2965 |
| **Order Name** | CITY OF NORTH RICHLAND HILLS - PUBLIC LIBRARY |
| **Date** | 03/06/2024 |
| **Valid For** | 30 Days |
| **Customer PO** | |
| **Terms** | 50/40/10, NET 30 |

**PROPOSAL TO**

CITY OF NORTH RICHLAND HILLS - PUBLIC LIBRARY
9015 GRAND AVE
NORTH RICHLAND HILLS, TX 76180

ATTN: CECILIA BARHAM
PHONE: 817-427-6800

**INSTALL ADDRESS**

CITY OF NORTH RICHLAND HILLS - PUBLIC LIBRARY
9015 GRAND AVE
NORTH RICHLAND HILLS, TX 76180

ATTN: CECILIA BARHAM
PHONE: 817-427-6800

Sales, Baylor Cockrell, baylorc@wpsolutions.com, 214-244-8951

| Line | Quantity | Description | Unit Price | Extended Amount |
|---|---|---|---|---|
| 1 | 202.00 Each | NHDSNN--7K-7K-C-N-N<br>Volume Stacking Chair<br>7K:Deep Ocean<br>7K:Deep Ocean<br>C:Chrome<br>N:No Bookrack<br>N:No Tablet Arm | 116.53 | 23,539.06 |
| 2 | 8.00 Each | NHDW<br>Volume - Accessories, Dolly (For Non-Upholstered Chairs) | 229.62 | 1,836.96 |
| 3 | 1.00 Each | SERVICE<br>RECEIVE, DELIVER AND INSTALL 92 TEKNION VOLUME STACK CHAIRS AT THE NORTH RICHLAND HILL LIBRARY | 2,250.00 | 2,250.00 |
| 4 | 1.00 Each | CONTRACT #<br>OMNIA - R191816<br><br>PLEASE PROVIDE NRH OMNIA MEMBER NUMBER WITH PURCHASE ORDER | 0.00 | 0.00 |

Order Sub-Total : $27,626.02

**TOTAL ORDER : $27,626.02**

**A FINANCE CHARGE OF 1-1/2% PER MONTH WHICH IS AN ANNUAL PERCENTAGE RATE OF 18% WILL BE CHARGED ON ACCOUNTS PAST DUE.**
To submit payment via ACH:

Account Name: Workplace Solutions, Inc.
Bank: Bank Of America
Account#: 488084486369
Routing#: 111000025
**Please e-mail ACH remittance information to
AR@WPSOLUTIONS.COM

Remit To Address:
WORKPLACE SOLUTIONS, INC.
1505 HI LINE DR. STE 100
DALLAS, TX 75207

PLEASE REVIEW THIS QUOTATION AND NOTIFY US PROMPTLY OF ANY CORRECTIONS REQUIRED. THANK YOU FOR THE OPPORTUNITY TO BE OF SERVICE.

*The undersigned agrees to purchase products and services per the terms and conditions detailed in this proposal and sales agreement. WORKPLACE*

# Proposal

**Workplace Solutions, Inc.**
**1505 Hi Line Dr Ste 100**
**Dallas, TX 75207**
**Phone: 214-741-9667**
**www.wpsolutions.com**

| | |
|---|---|
| **Quote/Order Number** | 2965 |
| **Order Name** | CITY OF NORTH RICHLAND HILLS - PUBLIC LIBRARY |
| **Date** | 03/06/2024 |
| **Valid For** | 30 Days |
| **Customer PO** | |
| **Terms** | 50/40/10, NET 30 |

*SOLUTIONS, INC. terms and conditions will apply to future purchases until such time business requirements dictate otherwise and new terms and conditions are issued.*

Approved By: _____ Date: _____

Name

_____ PO: _____

Title

**WORKPLACE SOLUTIONS, INC. TERMS AND CONDITIONS APPLY**

# Proposal

**Workplace Solutions, Inc.**
**1505 Hi Line Dr Ste 100**
**Dallas, TX 75207**
**Phone: 214-741-9667**
**www.wpsolutions.com**

| | |
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| **Date** | 03/06/2024 |
| **Valid For** | 30 Days |
| **Customer PO** | |
| **Terms** | 50/40/10, NET 30 |

## WORKPLACE SOLUTIONS, INC
## TERMS AND CONDITIONS

The attached Proposal and Sales Agreement which, upon execution by Workplace Solutions, Inc. (Seller) and Purchaser, shall become a legally valid and binding contract which is subject to the following Terms and Conditions:

### 1. AGREEMENT

1.1 This Proposal constitutes an offer, on behalf of the Seller, to sell the products described on the face hereof exclusively on the terms and conditions stated herein, and execution of this Proposal by Purchaser is hereby expressly limited to the terms and conditions stated herein, which execution shall create a legally valid and binding agreement between the parties. No additional or different terms or conditions, whether stated in any form utilized by the Purchaser as a purchase order form, or elsewhere, shall be applicable to the transaction, unless specifically agreed to in a separately signed, written instrument executed by an authorized officer of the Seller. This Agreement contains the entire understanding of the parties with respect to its subject matter, and there are no terms, conditions, representation or understanding, except as expressly set forth herein. This Agreement may be amended or modified only by written instrument separately signed by the authorized representative of the parties hereto. No failure by a party to insist upon performance by the other exactly as specified herein shall be deemed a waiver of the right to insist upon such performance during the continuation of such deficiency, nor of the right to insist upon such performance on any future occasion, it being the intention of the parties that any and all waivers hereunder shall be expressed in written form signed by the party against whom such waiver is asserted. This document shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representative, successors, and assigns, as the case may be.

### 2. PRICE AND PAYMENT

2.1 This Proposal shall be firm and remain open for acceptance by Purchaser for a period of 30 days after the date hereof, except that the Seller reserves the right to withdraw the proposed pricing for any product(s) where the Seller's manufacturer changes its pricing between the date hereof and the date of the Seller's order, therefore, is accepted by the manufacturer.

(a) Unless otherwise noted, prices are exclusive of any applicable sales, use, excise, or other taxes with respect to the products and /or this transaction, and Purchaser agrees to pay all such taxes (other than taxes measured by the income of Seller) or, provide Seller with an appropriate certificate showing an exemption from such taxes.

(b) Unless otherwise noted, prices include shipping costs for standard transportation and standard domestic packaging. Special shipping, delivery and /or handling requested by Purchaser will be subject to extra charges payable by Purchaser.

2.2 For Purchasers with approved credit, Seller's standard payment terms for products and services are Net 30 days from the date of final invoice. A deposit of 50% of the Proposal total is due and payable prior to order placement by the Seller with its manufactures to begin production, an additional 40% due on original installation date with the balance due net 30 upon completion of project. Proposed pricing is discounted to reflect cash payment.

2.3 Purchaser agrees to pay Seller the lesser of one and one -half percent (1-1/2%) per month, or the highest rate permitted by applicable law, on all unpaid and overdue balances, as well as any costs and expenses of collection (including attorney fees) if Seller engages an attorney to collect such balances. Seller reserves the right to modify or revoke its credit terms if Seller, in its sole discretion, to judge Purchaser's financial condition to be inadequate to justify existing credit terms.

2.4 Should Purchaser require invoicing before delivery and/or installation, Purchaser agrees to payment of such invoices under Seller's standard payment terms.

### 3. CHANGES AND CANCELLATION

3.1 Products that have been ordered by the Purchaser are not returnable and orders are not cancelable without prior written approval from Seller, and Seller's approval may be conditioned on each manufactures cancellation policy. Any expenses incurred by Seller will be billed to Purchaser and deducted from deposit money or be billed accordingly.

3.2 If allowed by manufactures, order changes to quantities or specifications, after the Seller has placed orders with manufactures may be subject to order change fees or price adjustments.

3.3 If Seller changes the delivery and /or installation date at the request of the Purchaser, the Seller will invoice the Purchaser on the original date established for the delivery and/or installation and the Purchaser agrees to pay such invoices, in full, within the Seller's standard payment terms.

### 4. DELIVERY AND INSTALLATION

4.1 Service charges for delivery and installation are not included in the product pricing and such services, if provided, shall be at additional cost unless otherwise noted in the Proposal and Sales Agreement.

4.2 Seller shall order products from the applicable manufacturers at such time as Seller deems appropriate considering Purchaser's requested timetable for delivery and installation.

4.3 If delivery and installation services are to be provided by the Seller, the following provisions shall apply:

(a) Purchaser shall be responsible for providing adequate staging areas and facilities for the efficient movement of products (including elevator service) and a cleared installation site that is free from debris and interference from other trades. The site should be ready for final installation of products in an efficient

and continuous sequence.

(b) Purchaser shall be responsible for providing the cleared installation site in a timely fashion, and of continuous duration, so as to accommodate commencement and continuous work on the installation.

(c) Purchaser shall be responsible for providing, without charge to Seller, electrical power, heat, drinking water, sanitary facilities, and security for the installation site during the performance of the installation services.

4.4 Postponements or delays resulting in storage and double handling.

(a) Payment to the Seller will be required by the Purchaser for products, storage, double handling, and other costs incurred by Seller, depending upon the length of the delivery and installation postponement /delay, the amount of notice provided by the Purchaser and the resulting costs incurred by Seller. Seller may require Purchaser to prepay the related services cost prior to final delivery.

(b) When the Purchaser delays delivery and /or installation, the Seller reserves the right to place the products in storage at the Purchaser's risk and expense. Storage will be charged to the Purchaser at the prevailing current market rates per square foot, per month, prorated weekly. Transfer to storage will be deemed delivery for all purposes, including invoicing and payment.

(c) Payment to the Seller will be required by the Purchaser for manufacturer driven surcharges imposed on the Seller resulting from shipping and scheduling changes requested by the Purchaser after order acknowledgements have been received. Typically surcharges by manufacturers center around weekend or after -hours deliveries, expedited shipments and trailer hold requests.

**5. CLAIMS AND WARRANTIES**

5.1 Seller warrants any services performed by Seller to be free from defects in workmanship for a period of one (1) year after the date of completion as reflected in Seller's records. Seller shall, at its option, repair or replace, any work which proves to be defective within the warranty period, which remedy is agreed to be exclusive as a condition of sale. Upon request, Seller will assign to Purchaser any express warranty granted to Seller by the manufacturer of any product purchased hereunder in the exact form issued by the manufacturer, but Seller makes no warranty of any kind whatsoever as to such products on its own behalf. EXCEPT AS SPECIFIED IN THIS SUBSECTION 5.1, SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

5.2 In no event shall Seller incur any liability for lost profits or other special incidental or consequential damages with respect to this Agreement or any of the services or products provided hereafter.

5.3 In no event shall Seller incur any liability with respect to delay in performance, or failure to perform, any obligation under this Agreement where such delay or failure is the proximate result of any act of any governmental authority, revolution, riot, civil disorder or disturbance, act of enemies, delay or default in transportation, strike, dispute among or between labor unions or other labor disputes, inability to obtain materials or facilities from normal sources, fire, flood, act of God, or any other cause not within the reasonable control of the Seller, whether of the class of causes enumerated or otherwise.

5.4 Unless Seller has agreed to perform receiving functions, Purchaser shall inspect products and notify the Seller in writing within two (2) business days after delivery of any nonconformities, defects, errors, or shortages, describing in reasonable detail the alleged nonconformity, defect, error, or shortage. Failure to make such claims within such time shall be deemed a waiver.

5.5 Purchaser agrees to retain original invoice from Seller for warranty verification and to provide same to Seller upon request.

**6. SECURITY INTEREST**

Until such time as payment for products is made in full, Seller retains and Purchaser grants a (security interest) in the products, as they are described on the Proposal, to secure payment and performance of all of Purchaser' s obligations under this Agreement. Accordingly, Purchaser warrants and covenants that:

6.1 The products are bought primarily for use in business operations.

6.2 Purchaser will promptly notify Seller of any change in the location of the products.

6.3 Seller may file a financing statement on behalf of Purchaser to perfect the security interest.

6.4 Purchaser will not sell or offer to sell or otherwise transfer the products or any interest in them without the written consent of Seller.

6.5 Purchaser until full payment has been made for the products will maintain insurance at all times with respect to the products against risks of fire (including extended coverage), theft, and other risks.

6.6 Purchaser will keep the products free from any adverse lien, security interest or encumbrance and in good order and repair. Seller may examine and inspect the products at any time.

6.7 Purchaser agrees to reimburse Seller on demand for any payment made or expense incurred by Seller pursuant to this authorization and to pay costs of collection, including reasonable attorneys' fees.

6.8 Purchaser is in default under this Agreement upon the occurrence of one or more of the following events or conditions:

(a) Purchaser failed to pay for the products and services within 45 days of completion to include all punch and related items.

(b) Loss, theft, damage, destruction, sale or encumbrance of the products, or any part of them, or the levy, seizure or attachment of the products or any part of them.

(c) Death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver of any part of the property of, assignment for the benefit

of creditors by, or the commencement of a proceeding under any bankruptcy or insolvency law by or against, Purchaser or a guarantor or surety for Purchaser.

6.9 Upon default and at any time thereafter, Seller has the remedies of a secured party under the Uniform Commercial Code. Seller may require Purchaser to assemble the products and make them available to Seller at a place to be designated by Seller that is reasonably convenient to both parties. Purchaser agrees to pay Seller the expenses of retaking and selling the collateral including reasonable attorneys' fees and legal expenses.