


Master Purchase Order

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|---------------------------------------|---|-----------------------|----------------|--|--|
| DO NOT INVOICE TO THIS ADDRESS |  DENVER <small>THE MILE HIGH CITY</small> | Supplier Contract No. | SC- 00003355 | | |
| City & County of Denver | | Date: | 2/05/2019 | Revision No. | |
| Purchasing Division | | Payment Terms | Net 30 | Ordinance <small>(as applicable)</small> : | |
| 201 West Colfax Avenue, Dept. 304 | | Freight Terms | DESTINATION | | |
| Denver, CO 80202 | | Ship Via | | | |
| United States | | Buyer: | Janell Schafer | | |
| Phone: 720-913-8100 Fax: 720-913-8101 | | | | | |
| | | | | | |

Teammates Commercial Interiors, Inc
 320 S Teller Street Suite 250
 Lakewood, CO 80226

Ship To: Various City Locations

Bill To: As Specified By Agency

Supplier ID: DENVR0000006615
 Colorado Secretary of State ID: 19951105885
 U.S. Federal SAM Registry Verification Date: 01/13/2020

1. Goods/Services:

Teammates Commercial Interiors, Inc, a State of Colorado Corporation, ("Supplier") shall provide the goods, and any services related thereto, identified and described on attached **Exhibit A**, to the City and County of Denver, a Colorado municipal corporation (the "City"), all in accordance with the terms and conditions of this Master Purchase Order.

2. Ordering:

The City shall purchase one or more of the goods/services by issuing a written purchase order(s) or similar appropriate written document ("Order"), each of which will be deemed incorporated into this Agreement for purposes of such Order only.

3. Pricing:

The pricing/rates for the goods/services is contained on **Exhibit A** and shall be held firm for the term of this Master Purchase Order.

4. Term:

The term of this Master Purchase Order shall run from date of city signature to 12/31/2022. It is also a specific provision of this Master Purchase Order that the City and the vendor may mutually agree to renew and continue this Purchase Order for additional periods of one year for the same inclusions, terms and conditions. However, no more than two (2) yearly extensions shall be made to the original Master Purchase Order.

5. Non-Exclusive:

This Master Purchase Order is non-exclusive. City does not guarantee any minimum purchase other than as provided herein.

6. Inspection and Acceptance:

City may inspect all goods/services prior to acceptance. Payment does not constitute acceptance. Supplier shall bear the cost of any inspection/testing that reveal goods/services that are defective or do not meet specifications. City's failure to accept or reject goods/services shall not relieve Supplier from its responsibility for such goods/services that are defective or do not meet specifications nor impose liability on City for such goods/services. If any part of the goods/services are not acceptable to City, City may, in addition to any other rights it may have at law or in equity: (1) make a warranty claim; (2) repair and/or replace the goods or substitute other services at Supplier's expense; or (3) reject and return the goods at Supplier's cost and/or reject the services at Supplier's expense for full credit. Any rejected goods/services are not to be replaced without written authorization from City, and any such replacement shall be on the same terms and conditions contained in this Master Purchase Order. Supplier shall perform all services in accordance with the standard of care exercised by highly competent Suppliers who perform like or similar services.

7. Shipping, Taxes and Other Credits and Charges:

All pricing is F.O.B. destination unless otherwise specified. Shipments must be marked with Supplier's name, the Master Purchase Order number, and contain a delivery or packing slip. Supplier shall not impose any charges for boxing, crating, parcel post, insurance, handling, freight, express or other similar charges or fees that are not precisely indicated in a proposal. Supplier shall notify City in writing of any price decreases immediately, and City shall receive the benefit thereof on all unshipped items. Supplier shall comply with any additional delivery terms specified herein. Supplier shall be responsible for the cleanup and reporting of any contamination (environmental or otherwise) or spillage resulting from the delivery and/or unloading of goods within twenty-four (24) hours of the contamination or spillage or sooner if required by law. Supplier shall procure all permits and licenses; pay all charges, taxes and fees; and give all notices necessary and incidental to the fulfillment of this Master Purchase Order and all cost thereof have been included in the prices contained herein. City shall not be liable for the payment of taxes, late charges or penalties of any nature, except as required by D.R.M.C. § 20-107, et seq. The price of all goods/services shall reflect all applicable tax exemptions. City's Federal Registration No. is 84-6000580 and its State Registration No. is 98-02890. Supplier shall pay all sales and use taxes levied by City on any tangible personal property built into the goods/services. Supplier shall obtain a Certificate of Exemption from the State of Colorado Department of Revenue prior to the purchase of any materials to be built into the goods/services and provide a copy of the Certificate to City prior to final payment.

8. Risk of Loss:

Supplier shall bear the risk of loss, injury or destruction of goods prior to delivery to City. Loss, injury or destruction shall not release Supplier from any obligation hereunder.

9. Invoice:

Each invoice shall include: (i) the Purchase Order number; (ii) individual itemization of the goods/services; (iii) per unit price, extended and totaled; (iv) quantity ordered, back ordered and shipped; (v) an invoice number and date; (vi) ordering department's name and "ship to" address; and (vii) agreed upon payment terms set forth herein.

10. Payment:

Payment shall be subject to City's Prompt Payment Ordinance D.R.M.C. § 20-107, et-seq. after City accepts the goods/services. Any other provision of this Agreement notwithstanding, in no event shall the City be liable for aggregate payments under this Master Purchase Order in excess of **Six Hundred Thousand Dollars (\$600,000)**. The Supplier acknowledges that any goods/services provided beyond those specifically described in **Exhibit A** are performed at Contractor's risk and without authorization from the City. City's payment obligations hereunder, whether direct or contingent, shall extend only to funds appropriated by the Denver City Council for the purpose of this Master Purchase Order, encumbered by the City after receipt of Supplier's invoice and paid into the Treasury of City. Supplier acknowledges that: (i) City does not by this Master Purchase Order, irrevocably pledge present cash reserves for payments in future fiscal years; and (ii) this Master Purchase Order is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of City. City may set off against any payments due to Supplier any claims and/or credits it may have against Supplier under this Master Purchase Order.

11. Amendments/Changes:

Only the Executive Director of General Services or his/her delegate is authorized to change or amend this Master Purchase Order by a formal written change order. Any change or amendment that would cause the aggregate payable under this Master Purchase Order to exceed the amount appropriated and encumbered for this Master Purchase Order is expressly prohibited and of no effect. Supplier shall verify that the amount appropriated and encumbered is sufficient to cover any increase in cost due to changes or amendments. Goods/services provided without such verification are provided at Supplier's risk. The Supplier has no authority to bind City on any contractual matters.

12. Warranty:

Supplier warrants and guarantees to City that all goods furnished under this Purchase Order are free from defects in workmanship and materials, are merchantable, and fit for the purposes for which they are to be used and that any professional services associated with the goods, or standalone professional services under \$10,000, shall be performed in a workmanlike and professional manner with the degree of skill and judgment normally exercised by recognized professionals performing services of the same or substantially similar nature. For any goods or services which are, or become defective within twelve (12) months (unless otherwise specified) after date of receipt by City, Supplier shall at no expense to City, at City's election and to City's satisfaction, either remedy any and all defects or replace the defective goods within thirty (30) days of receipt of the defective goods or accept the defective goods for full credit and payment of any return shipping charges. If replacement cannot be made within the specified time due to extenuating circumstances supplier must document them and provide a timeline for replacement. Supplier shall be fully responsible for any and all warranty work, regardless of third party warranty coverage. Supplier shall furnish additional or replacement parts at the same prices, conditions and specifications delineated herein.

13. Indemnification/Limitation of Liability:

Supplier shall indemnify and hold harmless City (including but not limited to its employees, elected and appointed officials, agents and representatives) against any and all losses (including without limitation, loss of use and costs of cover), liability, damage, claims, demands, actions and/or proceedings and all costs and expenses connected therewith (including without limitation attorneys' fees) that arise out of or relate to any claim of infringement of patent, trademark, copyright, trade secret or other intellectual property right related to this Master Purchase Order or that are caused by or the result of any act or omission of Supplier, its agents, suppliers, employees, or representatives. Supplier's obligation shall not apply to any liability or damages which result solely from the negligence of City. City shall not be liable for any consequential, incidental, indirect, special, reliance, or punitive damages or for any lost profits or revenues, regardless of the legal theory under which such liability is asserted. In no event shall City's aggregate liability exceed the agreed upon cost for those goods/services that have been accepted by City under this Master Purchase Order. Notwithstanding anything contained in this Master Purchase Order to the contrary, City in no way limits or waives the rights, immunities and protections provided by C.R.S. § 24-10-101, et seq.

14. Termination:

City may terminate this Master Purchase Order, in whole or in part, at any time and for any reason with 30 day written notice to Supplier. In the event of such a termination, City's sole liability shall be limited to payment of the amount due for the goods/services ordered via valid purchase order and or accepted by City. Supplier acknowledges the risks inherent in this termination for convenience and expressly accepts them. Termination by City shall not constitute a waiver of any claims City may have against Supplier.

15. Interference:

Supplier shall notify the Director of Purchasing immediately of any condition that may interfere with the performance of Supplier's obligations under this Master Purchase Order and confirm such notification in writing within twenty-four (24) hours. City's failure to respond to any such notice shall in no way act as a waiver of any rights or remedies City may possess.

16. Venue, Choice of Law and Disputes:

Venue for all legal actions shall lie in the District Court in and for City and County of Denver, State of Colorado, and shall be governed by the laws of the State of Colorado as well as the Charter and Revised Municipal Code, rules, regulations, Executive Orders, and fiscal rules of City. All disputes shall be resolved by administrative hearing, pursuant to the procedure established by D.R.M.C. § 56-106. Director of Purchasing shall render the final determination.

17. Assignment/No Third Party Beneficiary:

Supplier shall not assign or subcontract any of its rights or obligations under this Master Purchase Order without the written consent of City. In the event City permits an assignment or subcontract, Supplier shall continue to be liable under this Master Purchase Order and any permitted assignee or subcontractor shall be bound by the terms and conditions contained herein. This Master Purchase Order is intended solely for the benefit of City and Supplier with no third party beneficiaries.

18. Notice:

Notices shall be made by Supplier to the Director of Purchasing and by City to Supplier at the addresses provided herein, in writing sent registered, return receipt requested.

19. Compliance With Laws:

Supplier shall observe and comply with all federal, state, county, city and other laws, codes, ordinances, rules, regulations and executive orders related to its performance under this Master Purchase Order. City may immediately terminate this Master Purchase Order, in whole or in part, if Supplier or an employee is convicted, plead nolo contendere, or admits culpability to a criminal offense of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature.

20. Insurance:

- 21.** Supplier or the subcontracted installation firms used by the Supplier shall secure, before delivery of any goods/services, the following insurance covering all operations, goods and services provided to City. Supplier and the subcontracted installation firms shall keep the required insurance coverage in force at all times during the term of the Master Purchase Order, or any extension thereof, during any warranty period, and for three (3) years after termination of this Master Purchase Order. The required insurance shall be underwritten by an insurer licensed to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. If any policy is in excess of a deductible or self-insured retention, City must be notified by Supplier. Supplier shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Master Purchase Order are the minimum requirements, and these requirements do not lessen or limit the liability of Supplier. Risk Management reserves the right to require additional policies and/or limits based on agreement scope of work. Supplier shall provide a copy of this Master Purchase Order to its insurance agent or broker. Supplier may not commence services or work relating to the Master Purchase Order prior to placement of coverage. Supplier certifies that the attached certificates of insurance attached to the Master Purchase Order documents, preferably an ACORD certificate, complies with all insurance requirements of this Master Purchase Order. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Master Purchase Order shall not act as a waiver of Supplier's breach of this Master Purchase Order or any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements. Supplier's insurer shall name as Additional Insured to its Commercial General Liability and Business Auto Liability policies the City and County of Denver, its elected and appointed officials, employees and volunteers. Supplier's insurer shall waive subrogation rights against the City. All sub-contractors and sub-consultants (including independent contractors, suppliers or other entities providing goods/services required by this Master Purchase Order) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of Supplier. Supplier shall include all such entities as insureds under its policies or shall ensure that they all maintain the required coverages. Supplier shall provide proof of insurance for all such entities upon request by City. For Worker's Compensation Insurance, Supplier or the subcontracted installation firms shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 for each bodily injury occurrence claim, \$100,000 for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Supplier expressly represents to City, as a material representation upon which City is relying, that none of the Supplier's

officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Master Purchase Order, and that any such rejections previously effected, have been revoked. Supplier shall maintain Commercial General Liability coverage with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate. Supplier or the subcontracted installation firms shall maintain Business Auto Liability coverage with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-hired vehicles used in performing services under this Master Purchase Order. For Commercial General Liability coverage, the policy must provide the following: (i) That this Master Purchase Order is an Insured Contract under the policy; (ii) Defense costs in excess of policy limits; (iii) A severability of interests, separation of insureds or cross liability provision; and (iv) A provision that coverage is non-contributory with other coverage or self-insurance provided by City. For claims-made coverage, the retroactive date must be on or before the first date when any goods or services were provided to City. Supplier must advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Supplier will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

22. Severability:

If any provision of this Master Purchase Order, except for the provisions requiring appropriation and encumbering of funds and limiting the total amount payable by City, is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the validity of the remaining portions or provisions shall not be affected if the intent of City and Supplier can be fulfilled.

23. Survival:

All terms and conditions of this Master Purchase Order which by their nature must survive termination/expiration shall so survive. Without limiting the foregoing, Supplier's insurance, warranty and indemnity obligations shall survive for the relevant warranty or statutes of limitation period plus the time necessary to fully resolve any claims, matters or actions begun within that period. Bonds shall survive as long as any warranty period.

24. No Construction Against Drafting Party:

No provision of this Master Purchase Order shall be construed against the drafter.

25. Status of Supplier/Ownership of Work Product:

Supplier is an independent contractor retained on a contractual basis to perform services for a limited period of time as described in Section 9.1.1E(x) of the Charter of City. Supplier and its employees are not employees or officers of City under Chapter 18 of the D.R.M.C. for any purpose whatsoever. All goods, deliverables, hardware, software, plans, drawings, reports, submittals and all other documents or things furnished to City by Supplier shall become and are the property of City, without restriction.

26. Records and Audits:

Supplier shall maintain for three (3) years after final payment hereunder, all pertinent books, documents, papers and records of Supplier involving transactions related to this Master Purchase Order, and City shall have the right to inspect and copy the same.

27. Remedies/Waiver:

No remedy specified herein shall limit any other rights and remedies of City at law or in equity. No waiver of any breach shall be construed as a waiver of any other breach.

28. No Discrimination in Employment:

Supplier shall not refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and Supplier shall insert the foregoing provision in any subcontracts hereunder.

29. Use, Possession or Sale of Alcohol or Drugs:

Supplier shall cooperate and comply with the provisions of Executive Order 94. Violation may result in City terminating this Master Purchase Order or barring Supplier from City facilities or from participating in City operations.

30. Conflict of Interest:

No employee of City shall have any personal or beneficial interest in the goods/services described in this Master Purchase Order; and Supplier shall not hire or contract for services any employee or officer of City which would be in violation of City's Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

31. No Employment of Illegal Aliens to Perform Work Under The Agreement:

a. This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the "Certification Ordinance").

b. The Contractor certifies that:

- (1) At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.
- (2) It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

- c. The Contractor also agrees and represents that:
- (1) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
 - (2) It shall not enter into a contract with a subconsultant or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
 - (3) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in the E-Verify Program.
 - (4) It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and that otherwise requires the Contractor to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.
 - (5) If it obtains actual knowledge that a subconsultant or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subconsultant or subcontractor and the City within three (3) days. The Contractor will also then terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with an illegal alien.
 - (6) It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S, or the City Auditor, under authority of D.R.M.C. 20-90.3.

d. The Contractor is liable for any violations as provided in the Certification Ordinance. If Contractor violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the City. Any such termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying Contractor from submitting bids or proposals for future contracts with the City.

32. Prevailing Wages

This Master Purchase Order shall be subject to the following provisions concerning prevailing wages.

- a. The minimum wages to be paid for every class of labor, mechanics and worker shall be not less than the scale of wages from time to time determined to be the prevailing wages.
- b. The Supplier or his/her subcontractor shall pay mechanics, laborers and workers employed directly upon the site of the work the full amounts accrued at time of payment, computed at wage rates not less than those stated or referenced in the specifications, and any addenda thereto, on the actual date of proposal opening, or in effect on the date of grant of permit for performance of such work under D.R.M.C. Section 49-171 et seq., or on the date of the written Master Purchase Order for contracts let by informal procedure under D.R.M.C. Section 20-63(b), regardless of any contractual relationship which may be alleged to exist between the Supplier or subcontractor and such laborers, mechanics and workers.
- c. The Supplier and subcontractors to pay all workers, mechanics and other laborers at least once a week the full amounts of wages accrued at the time of payment except that the Supplier and subcontractor shall make such payments to non-construction workers such as janitorial or custodial workers at least twice per month.
- d. The Supplier shall post in a prominent and easily accessible place at the site of the work the scale of wages to be paid by the Supplier and all subcontractors working under the Supplier.
- e. If the Supplier or any subcontractor shall fail to pay such wages as are required by the contract, the Auditor shall not approve any warrant or demand for payment to the Supplier until the Supplier furnishes the Auditor evidence satisfactory to the Auditor that such wages so required by the contract have been paid.
- f. The Supplier shall furnish to the Auditor each week during which work is in progress under the contract, a true and correct copy of the payroll records of all workers, laborers and mechanics employed under the contract, either by the Supplier or subcontractors.
- g. The copy of the payroll record shall be accompanied by a sworn statement of the Supplier that the copy is a true and correct copy of the payroll records of all mechanics, laborers or other workers working under the contract either for the Supplier or subcontractors, that payments were made to the workers, laborers and mechanics as set forth in the payroll records, that no deductions were made other than those set forth in such records, and that all workers, mechanics and other laborers employed on work under the contract, either by the Supplier or by any subcontractor, have been paid the prevailing wages as set forth in the contract specifications.

- h. If any laborer, worker or mechanic employed by the Supplier or any subcontractor under the contract has been or is being paid a rate of wages less than the rate of wages required by the contract to be paid as aforesaid, the City may, by written notice to the Supplier, suspend or terminate the Supplier's right to proceed with the work, or such part of the work as to which there has been a failure to pay the required wages, and in the event of termination may prosecute the work to completion by contract or otherwise, and the Supplier and any sureties shall be liable to the City for any excess costs occasioned the City thereby.

33. FEDERAL PROVISIONS:

Where the source of the funds, directly or indirectly for this Purchase Order is the Federal Government, the Supplier agrees to the applicable provisions set out below. The Supplier shall be responsible for determining which terms are applicable to its products and/or services.

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE Contractor agrees to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Part 60). **DAVIS-BACON ACT COMPLIANCE** Contractor agrees to comply with the Davis-Bacon Act (40 U.S.C. 3148 to 3148) as supplemented by Department of Labor regulations (29 CFR part 5). **ANTI-KICKBACK ACT COMPLIANCE** Contractor agrees to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). **CONTRACT WORK HOURS AND SAFETY STANDARDS** Contractor agrees to comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT** Contractor agrees to comply with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. **CLEAN AIR AND WATER REQUIREMENTS** Contractor agrees to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et. seq.), and the Clean Water Act (33 U.S.C. 1251 et. seq.). Contractor agrees to report each violation of these requirements to the City and understands and agrees that the City will, in turn, report each violation as required to the appropriate EPA regional office. **ENERGY CONSERVATION REQUIREMENTS** The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. (42 U.S.C. 6201) **NO SUSPENSION OR DEBARMENT** Contractor certifies that neither it nor its Principals or any of its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency. **BYRD ANTI-LOBBYING.** If the Maximum Contract Amount exceeds \$100,000, the Contractor must complete and submit to the City a required certification form provided by the City certifying 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 in connection with obtaining any Federal contract grant of any other award covered by 31 U.S.C. 1352. Contractor must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

This Master Purchase Order is acknowledged and agreed to by:

City & County of Denver, Purchasing Division

Supplier Name: Teammates Commercial Interiors
(Company Name)

By: *Kristen Smith*
(Authorized Signature)

Print Name: Kristen Smith

Title: Director of Sales

Date: 03/14/2019

By: *Janell Schafer*
Janell E.A. Schafer

Print Name: _____

Title: Senior Procurement Lead

Date: 3/18/2019

EXHIBIT "A"

Supplier: Teammates Commercial Interiors, Inc
Title: Furniture, Ancillary Fixtures,
Modular Walls and Related Design Services

It is recommended that you use your Supplier Contract No. SC-00003355, in all future correspondence and/or other communications.

Category One : Supplier Qualifications determined by RFQ 15981. Purchases pursuant to DRMC 20-64.5 through through cooperative purchasing vehicles. All terms and conditions herein supersede cooperative contracts.

Category Two: Purchases pursuant to DRMC 20-64.1 through Formal Proposal 15981 "Wellington Webb Restack Project".

NOW, THEREFORE, in consideration of the premises and the mutual covenants and obligations herein set forth, the parties hereto mutually agree as follows:

The City, through its Department of General Services, wishes to secure Furniture Fixtures and Equipment (FFE) and associated services in the categories of furniture, manufactured construction, and modular wall covering to support City and County of Denver owned Facilities on an "as needed" basis.

The Supplier shall provide FFE and related services as assigned by written purchase order, on an as-needed basis, in accordance with the terms and conditions of this Agreement.

The Supplier represents that it is an authorized distributors of product lines in the State of Colorado, and that the Supplier has the present capacity, experience and qualifications to perform for the City in connection with the planning, design, specification, furnishment, and installation of material goods for various City projects, as specified in this Agreement;

The Vendor and the City have negotiated a tiered pricing schedule for materials that the vendor is the sole local authorized distributor and also rates for the associated services, copies of which are attached hereto and incorporated in the Pricing Exhibit

INCLUSIONS:

This Master Purchase Agreement is for providing and installing (as applicable) office furniture. The award includes the following two (2) furniture purchase categories:

1. **Category One:** On-Call City Projects
2. **Category Two:** Wellington Webb Building Project (Demountable Walls and Private Offices)

For the purpose of this contract the City and County of Denver defines Modular Office Furniture as furniture made up of independent work surface and storage units with panels used as end panels or space dividers. It includes all modular furniture components that collectively are required to complete a workstation. It includes any purchases that will involve coordinating additional telecommunication and or electrical installation or adjustment.

CATEGORY ONE- ON-CALL CITY PROJECTS:

Four Million Dollars (\$4,000,000) is of the contract's maximum spend is reserved for category one purchases.

For any single purchase request exceeding \$250,000.00 regardless of requesting agency, prior authorization from the General Services Purchasing Division is required.

Agencies may contact vendor(s) directly for purchases that are minor furniture moves additions or changes (furniture within same work area for 3 or fewer people). They may also contact the vendor directly for non-modular furniture requests. This category includes monitor arms, task seating, lounge, guest seating, and non-modular case goods.

All purchases in this area shall be initiated by agencies requesting a proposal from the supplier for the City and County of Denver. Pricing and specifications are subject to change in conjunction with updates to the cooperative purchasing agreements and price lists.

Agency representatives who are not authorized project managers, designers or space planners in must initiate projects through the Purchasing Division prior to engaging with any on-call vendors in the following scenarios:

- Adding or moving people/office equipment including new employees (furniture within same work area for 4 or more people)
- Change in use of occupied space
- Construction
- Space planning, Design, and Architectural Services

Agency representatives who are authorized project managers, designers, or space planners must initiate projects through the Purchasing Division for approval prior to purchase order initiation and contract for all purchases with a FFE budget in excess of \$250,000. Regardless of price the GS Purchasing Division must be engaged for all projects in new buildings or for product categories not awarded under this contract including but not limited to: Hospitality grade Furnishing, Healthcare Grade Furnishing, Modular Wall Systems etc.

All Purchases must meet the following requirements unless a waiver is granted in writing from the Chief Procurement Officer:

- No more than 20% of a project's products are Manufacturer Product lines without any valid cooperative agreement.
- 60% or more of purchased product is manufacturer lines where the supplier is the sole local authorized distributor.

CATEGORY TWO-WELLINGTON WEBB BUILDING PROJECT:

Per the results of Formal Proposal 15981, Category Two is strictly for The Wellington Webb Standard Restack Project and is awarded to the Supplier for demountable wall systems, private office furniture, related ancillary, and associated task seating. Lounge and conference typicals are allowed at the discretion of the project and design team.

1. CONTRACT DOLLARS RESERVED:

1.1. eight million dollars (\$8,000,000) of this contract is reserved for the Wellington Webb Restack and Citywide Standards initiatives.

2. PRICING DISCOUNTS FOR WEBB:

2.1. All discount percentages for the Webb Restack project are firm and fixed until December 31st, 2023. All orders are subject to current list prices at the time of order entry.

3. EXCLUSIONS FROM THIS AWARD:

3.1. Workstations typicals. These Office typicals are not part of this award. Any purchase order for items for these office areas are not authorized and the City and County of Denver reserves the right to withhold payment and reject all goods

4. SUPPLIER DISPOSAL OF EXISTING FURNISHING:

Teammates shall provide a biannual report to the contract buyer detailing disposition strategy, execution, and costs. Teammates shall also provide reporting regarding salvaging value. This shall include a fully transparent auditing report of all activity related to capturing financial value for resale/reuse of City & County of Denver existing product. This includes documentation regarding detailed, comprehensive local, regional and national marketing plan to bring the highest value at the right time when the City and County of Denver is ready to release the assets.

5. FINAL INSPECTION:

5.1. Final inspection of all furnishing and the certification that all product meets City standards is required for receipt of goods and payment of invoices.

5.2. If the City & County of Denver is not completely satisfied with any piece of furniture that deviates in any way from the approved.

REPORTING REGARDING LOCAL EMISSIONS ETC:

Design Resource Group shall provide as applicable by manufacturer's cooperation on a biannual basis Environmental Metrics Reporting in regards to product selection, lifecycle cost, and sustainability components. Reports shall be due by the 5th June and the 5th of January.

PURCHASE ORDER ISSUANCE:

Supplier shall not proceed with any work until a valid Purchase Order is issued in the amount specified.

QUOTATION:

All proposals shall indicate quantities, catalog number, unit price, extended price and discount per line item. "Quote to" and "Ship to" shall be the agency contact. The buyer is not to be listed in either entry. The agency requester shall also be the primary contact for all invoicing and payments. Supplier is required to submit with proposals a Bill of Materials, 2D and 3D drawings and design packages. Requisitions for purchase orders without these attachments may be rejected. Proposals shall be organized by associated cooperative contract vehicles with manufacturer lines and discounts called out.

WARRANTY:

All warranties on product are standard and shall match the manufacturer warranties for each product.

Supplier shall take the following action to solve warranty issues:

1. Upon notification, customer service staff will schedule a technician or installer to assess the warranty claim.
2. Customer service shall make contact within 3 business days and schedule service as needed according to the urgency of the required repair and technician availability.
3. If the issue is 'labor only' with no additional materials needed for repair the service technician or installer will repair the problem at the initial site call.
4. If required, parts shall be ordered and expedited delivery provided.
5. When parts have been received, the customer service staff will schedule a time with the customer contact for the product to be repaired.
6. Supplier shall handle all interactions with the manufacturer and document all necessary information to execute warranty claims

INVOICE:

Below is a standard example of invoice. Arrows denote the bare minimum inclusions for payment.



PROPOSAL

ACCOUNT MANAGER: KRISTEN SMITH
 PROPOSAL: 57176B
 DATE: 03/01/18

PROPOSAL FOR:
 CITY AND COUNTY OF DENVER
 201 W. COLFAX AVENUE
 DEPT. 304, 11TH FLOOR
 DENVER, CO 80202

INSTALL AT:
 CITY AND COUNTY OF DENVER
 201 W. COLFAX AVENUE
 DEPT. 304, 11TH FLOOR
 DENVER, CO 80202

CONTACT: JANELL SCHAFER
 PHONE: 720-913-8109
 FAX: 720-913-8101

QUOTE VALID UNTIL: 12/31/18

| # | QTY | PRODUCT | DESCRIPTION | SELL | EXTENDED |
|---|-----|---------|--|------------|------------|
| 1 | 1 | | MODULAR WALLS: TEKNION ALTOS AND OPTOS MODULAR WALLS 312LF OF OPTOS AND 424LF OF ALTOS PRICING IS BASED ON TYPICAL LAYOUT AND BOM PROVIDED PLEASE SEE BID BOOK FOR MODULAR WALL BREAK OUT AND SPECIFICATIONS | 158,475.89 | 158,475.89 |
| 2 | 1 | INSTALL | RECEIVE TRUCKS DIRECTLY ON SITE AND INSTALL MODULAR WALLS PRICING IS BASED ON PREVAILING WAGES | 98,815.00 | 98,815.00 |
| 3 | 1 | | DESIGN AND TECHNICAL SERVICES | 2,100.00 | 2,100.00 |

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INSTALLATION MANAGEMENT:

1. If installation is required:
 - 1.1. Delivery Scheduling: Delivery shall be sequenced to ensure receiving and installation by phase. Supplier shall maximize efficiency, streamline delivery, minimize site logistic issues and ensure effective partnership with other on-

site trades. Supplier shall utilize color coding to provide flexibility in altering City Representative delivery schedules as requested.

- 1.2. External Status Report: Supplier shall provide weekly meeting minutes to capture tasks by owner and deadline.
- 1.3. Punch: Process and Measurement: Internal pre-punch shall be performed by the Supplier crew to reconcile in advance of final review by City Representative. Supplier shall maintain and measure aggressive targets for the completion of projects and shall track all open-issues companywide by customer, Project Manager, and days outstanding. All information shall be communicated with our delivery planning reports.

PROPOSAL AND SPECIFICATION DEVELOPMENT PHASE:

When a proposal is requested from an authorized Department representative, supplier shall respond with confirmation of request within 48 hours.

The Target Response Times for providing the City with a proposal document for requests within the CCD defined specification package of standards are as follows:

| Number of Spaces | Target Response Time |
|------------------|-------------------------------|
| 10 | Within Seven Business Days |
| 10-50 | Within Fourteen Business Days |
| 50+ | Dependent on project scope |

Spaces are defined as workstations, offices, conference rooms, lobbies, reception areas, storage rooms, and lounges.

Supplier is responsible to field verify critical dimensions.

Large scale projects that deviate from the CCD defined standards package shall be reviewed by both the Real Estate requestor and the Supplier Sales Manager to determine reasonable response time.

LEAD TIME AND SHIP TIME CONFIRMATION:

Vendor should provide a lead time and potential ship date from the acknowledged order within 7 business days after they received the purchase order to set delivery date time frame. Actual ship date and scheduling will be based on the acknowledgement. If shipping delays require rescheduling the City shall be given the opportunity to request specific installation dates to be met by the vendor.

STORAGE:

Vendor should provide storage for up to 30 days without incurring fees. After 30 days the vendor should still provide storage. The rate fees for additional storage should be provided up front at the time of the contract and an updated cost sheet provided once a year or if rates change.

For storage over 30 days a Per Day Quote will occur. For large projects, direct ship may be selected.

CONSTRUCTION DELAYS PRIOR TO SHIPMENT:

For \$75 a day, large projects can be held at factory.

PUNCH WALK:

Teknion – Either Sales Manager, Lead Designer and the crew lead or supervisor from the installation service.

INSTALLATION AND WORKERS:

The vendor will only be paid for the number of workers authorized by the City. The vendor will commence work according to the pre-agreed schedule, and will provide a “not-to-exceed” cost estimate to the using agency. Services performed under this contract will be limited to those services and goods specifically authorized by the City’s agency, and no payment will be made by the City for work not authorized. The City may pursue work with the supplier outside of the Webb Building Project, if in the City’s best interest, if the goods and services are procured under other procurements.

The vendor will not be able to invoice the City for services until a purchase order (or task order) is received from the using agency. The using agency is required to create a task order as soon as practical after a service is ordered.

POST PROJECT SERVICES:

If not completely satisfied with any labor work order for 6 months following move-in, Teammates shall credit the related labor re-work invoice in full.

SUBCONTRACTORS AND SUBCONSULTANTS:

All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Consultant. Consultant shall include all such subcontractors as additional insured under its policies (with the exception of Workers’ Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Consultant agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.

PROFESSIONAL RESPONSIBILITY; PROJECT REQUIREMENTS FOR SERVICES IN RELATION TO THE PURCHASE OF FFE:

All of the work performed by the Supplier under this Agreement shall be performed in accordance with the standards of care, skill and diligence provided by competent professionals who perform work of a nature similar to the Work described in this Agreement.

The Supplier agrees to strictly conform to and be bound by written standards, criteria, budgetary considerations and memoranda of policy furnished to it by the City and further agrees to design and engineer each project in compliance with applicable laws, statues, codes, ordinances, rules and regulations, and industry standards.

All professional services, plans and specifications and other work , or deliverables related to the purchase of materials shall be adequate and sufficient for their intended purpose.

All drawings, specifications and other products shall be prepared so that the Project, when constructed in accordance with such drawings and specifications, is in compliance with all applicable laws, statutes, codes, ordinances, rules, regulations and executive orders of the City, state and federal government.

Any design changes required by changes in such applicable laws, statutes, codes, ordinances or rules and regulations of the City, state or federal government, which are enacted after the City’s acceptance of Construction Documents, will be outside the scope of the Supplier’s basic services and basic fee, and will be compensated for approval as an additional service, subject to the additional services budget for that project.

The Supplier shall prepare the plans, specifications and other documents as requested in a format that complies with all City, state and federal requirements.

It shall be the Supplier's responsibility to contact the reviewing agencies to determine the acceptable format for the final documents. No documents will be considered final until approved by the City, even though any responsible federal and state agencies have approved such documents.

Without limiting the foregoing, unless it is specifically directed otherwise in writing, the Supplier shall produce plans and Record Documents using AutoCAD and comply with applicable CAD Standards. An electronic copy of all final project documents, filed using CPM standard directory structure, shall be delivered to the Project Manager on completion of the Work. Final payment will be held until the receipt of the Record Documents and electronic documents. The City reserves the right to proceed with the construction of each project using either the City's standard general contractor bidding approach, on call contractors or other construction management techniques. The Supplier agrees to organize its Contract Documents for the selected construction technique and coordinate the documents into selected bid packages, as appropriate. The City will notify the Supplier prior to the completion of the Preliminary Design Phase which method will be used and the amount of work or the limits of construction to be included in the proposed bid package(s).

The reports, studies, drawings and specifications and other products prepared by the Supplier under this Agreement, when submitted by the Supplier to the Director and the user agency must represent a thorough study and competent solution as per usual and customary professional standards and shall reflect all architectural and engineering skills applicable to the assigned task.

The Supplier shall provide all professional services required by the City in defending all claims against the City, which relate in any way to alleged default hereunder, errors or omissions of the Supplier or its sub Suppliers, without additional compensation.

PROGRAM AND BUDGET:

The Supplier agrees to discuss the City's program and budget for each assigned task with the Project Manager and further agrees, unless it has notified the City in writing that the task cannot be accomplished within such budget, to accomplish the task within the intent of the program and final proposal cost. Should the Supplier determine that an assigned task cannot be accomplished within the final proposed cost, the Supplier shall immediately notify the Project Manager, in writing. Any modifications to proposed price must be approved by a written modification to the original agreed upon purchase order amount.

Supplier shall prepare a proposal with a maximum estimated fee for a particular task. Supplier agrees to complete the task within the limits of the approved final proposal cost, unless otherwise modified by the City.

COORDINATION AND COOPERATION:

The Supplier agrees to perform under this Agreement in such a manner and at such times that the City or any Contractor who has work to perform, or contracts to execute, can do so without unreasonable delay.

Coordination with the City and other involved agencies shall be a continuing work item through all phases of each assigned task. Such coordination shall consist of regular progress and review meetings with the City, work sessions with Project Managers, or as otherwise directed by the City. Such coordination may also include field and office reviews of plans and documents as required during the development of the design for any specific task. If requested, the Supplier shall document conferences and distribute notes to the City.

PERSONNEL ASSIGNMENTS:

The key professional will be assigned by the Supplier or its sub Suppliers to provide the goods and services required under this Agreement, as appropriate.

The Supplier's services shall be diligently performed by the regular professional and technical staff of the Supplier. In the event the Supplier does not have as part of its regular staff certain professional Suppliers, then such consulting services shall be performed, with City approval, by practicing professional Suppliers outside of the employ of the Supplier.

The Supplier agrees, always during the term of this Agreement, to maintain on its payroll or to have access to through sub Suppliers, professional design personnel in sufficient strength to meet the requirements of the City. Such personnel shall be of the classifications referenced in Exhibit B. The hourly rates specified therein include all costs except those specifically referenced as reimbursables in the appropriate hourly rate schedule or authorized in advance by a fully executed written task order.

Prior to designating an outside professional to perform sub Supplier work, the Supplier shall submit the name of such sub Supplier, together with a resume of training and experience in work of like character and magnitude of the task being contemplated, to the City and receive prior approval in writing.

If the Supplier or a sub Supplier decides to replace any of its key professional personnel, the Supplier shall notify the Director in writing of the desired change. No such changes shall be made until replacement personnel are recommended by the Supplier and approved in writing by the Director, which approval shall not be unreasonably withheld.

If, during the term of this Agreement, the Director determines that the performance of approved key personnel or a sub Supplier is not acceptable, the Director shall notify the Supplier and give the Supplier the time which the Director considers reasonable to correct such performance. Thereafter, the Director may require the Supplier to reassign or replace such key personnel. If the Director notifies the Supplier that certain of its key personnel or a sub Supplier should be replaced, Supplier will use its best efforts to replace such key personnel or a sub Supplier within fourteen (14) days from the date of the Director's notice.

Neither the Supplier nor any sub Supplier shall have other interests which conflict with the interests of the City. Supplier shall make written inquiry of all of its sub Suppliers concerning the existence of a potential for such conflict. In unusual circumstances, and with full disclosure to the City of such conflict of interest, the City, in its sole discretion, may grant a written waiver for the particular Supplier or sub Supplier.

Actions taken by the City under this Article shall not relieve the Supplier of its responsibility for contractual or professional deficiencies, errors or omissions.

SUPPLIER PERFORMANCE MANAGEMENT:

Awarded Suppliers are required to furnish a performance report to the buyer on an annual basis, no later than the anniversary date of the applicable Master Purchase Order or City Contract, providing at a minimum the following information:

FOR GOODS

- Total dollar value of purchases
- Total number of transactions by POs issued
- Percentage of items shipped from local stock
- Percentage of items backordered
- Average delivery time for stock material
- Average delivery time for backorders

FOR SERVICES

- Total dollar value of purchases per City Agency
- Total number of transactions per City Agency
- Average response time after receipt of call from the City
- Average time for job completion

COOPERATIVE AGREEMENTS AS PURCHASING VEHICLES:

Any cooperative contract agreement used as a purchase vehicle must receive prior authorization from the Purchasing Division. Cooperative Contract vehicles can be added to the dealer's offerings on a quarterly basis and according to the schedule below. When submitting cooperative pricing agreements for consideration, Dealer must provide purchasing with a copy of the original agreement, pricing discounts and expirations, a notice indicating pricing advantages of the cooperative agreement.

When product is no longer available through a cooperative agreement, dealer must notify the Purchasing Division that the contract vehicle is no longer viable.

FELONY DISQUALIFICATION:

The supplier shall not employ, retain, hire or use any individual that has been convicted of any felony charges as the same is defined under the laws of the State of Colorado in the performance of the services to be rendered and materials to be provided to the City pursuant to this proposal unless the supplier receives prior written permission from the Director of Purchasing. The Director of Purchasing may require that a fidelity bond, or such other assurance in such amount as deemed appropriate, be provided to the City and County of Denver as a condition precedent to the grant of such permission.

AIRPORT SECURITY:

After receiving the contract, the Contractor (or Subcontractor) requiring access to the Controlled Area, Sterile Area, or Secured Area shall become a "Participant" in the Airport Security Program and remain in good standing in order to retain Airport Security privileges.

Participant guidelines are outlined in Rules and Regulations Governing the Denver Municipal Airport System Rules and Regulations Part 20. A Contractor must be sponsored by an Air Carrier, Tenant or by the City and County of Denver. Once a Contractor Company has been sponsored they must designate an Authorized Signatory.

The sponsorship establishes that a Contractor (or Subcontractor) has legitimate business at the Airport. All construction contractors must submit a Participant Sponsorship form signed by their sponsor. A company sponsoring a Participant shall immediately notify Airport Security when any sponsorship is terminated.

A Sub-Contractor Company working under its own entity must be sponsored by a Consulting Company. The Sub-Consulting Company must designate its own Authorized Signatory(s).

Each Participant shall designate an Authorized Signatory to ensure the Participant's compliance with the Airport Security Program and act as the point of contact between the Participant and Airport Security. The Authorized Signatory shall be designated in writing to Airport Security by the Participant.

Wellington Webb Discount Pricing Summary:

| Teknion Product Line | Price Book Date | List Price | Discount to Customer |
|-----------------------------|------------------------|-------------------------------|-----------------------------|
| Expansion Desking | February, 2017 | \$50,000.00 | 64.40% |
| | | C&C Denver Project | 66.67% |
| Expansion Cityline | February, 2017 | \$50,000.00 | 64.40% |
| | | C&C Denver Project | 66.67% |
| Expansion Casegoods | February, 2017 | \$50,000.00 | 64.44% |
| | | C&C Denver Project | 66.67% |
| Xpress Expansion Casegoods | February, 2017 | \$25,000.00 | 62.00% |
| Expansion Training Tables | February, 2017 | \$50,000.00 | 64.40% |
| | | C&C Denver Project | 66.67% |
| Expansion Wood Casegoods | February, 2017 | \$50,000.00 | 64.40% |
| | | C&C Denver Project | 66.67% |
| IE | February, 2017 | \$50,000.00 | 68.25% |
| | | \$50,001.00 + | Negotiable |
| Expansion Modular Cabinets | February, 2017 | \$50,000.00 | 58.68% |
| | | \$50,001.00 + | Negotiable |
| Teknion Ability | February, 2017 | \$50,000.00 | 68.25% |
| | | \$50,001.00 + | Negotiable |
| Altos | October, 2016 | \$50,000.00 | 71.60% |

| | | | |
|---------------------------|----------------|-------------------------------|---------------|
| | | C&C Denver Project | 75.56% |
| Complements | February, 2017 | \$50,000.00 | 71.66% |
| | | C&C Denver Project | 77.22% |
| Xpress Complements | February, 2017 | 50 pieces | 68.25% |
| District | February, 2017 | \$50,000.00 | 71.66% |
| | | C&C Denver Project | 77.22% |
| Filing and Storage | February, 2017 | \$50,000.00 | 71.66% |
| | | C&C Denver Project | 77.22% |
| Xpress Filing and Storage | February, 2017 | 50 pieces | 68.25% |
| Teknion US Wood Seating | October, 2016 | \$50,000.00 | 60.00% |
| | | C&C Denver Project | 64.44% |
| Leverage | February, 2017 | \$50,000.00 | 71.66% |
| | | C&C Denver Project | 77.22% |
| Thesis | February, 2017 | \$50,000.00 | 68.25% |
| | | C&C Denver Project | 71.87% |
| Xpress Thesis | February, 2017 | \$50,000.00 | 68.25% |
| Marketplace | February, 2017 | \$50,000.00 | 68.25% |
| | | \$50,001.00 + | Negotiable |
| TOS | February, 2017 | \$50,000.00 | 68.25% |
| | | \$50,001.00 + | Negotiable |
| Xpress Wood Seating | October, 2016 | 25 chairs | 59.00% |
| Xpress Leverage | February, 2017 | \$50,000.00 | 68.25% |

| | | | |
|---|----------------|-------------------------------|---------------|
| Xpress Marketplace | February, 2017 | 15 tables | 68.25% |
| Boulevard Systems | January, 2016 | \$50,000.00 | 65.00% |
| | | \$50,001.00 + | Negotiable |
| Teknion Seating | February, 2017 | \$50,000.00 | 60.00% |
| | | C&C Denver Project | 64.44% |
| Xpress Teknion Seating | February, 2017 | 50 chairs | 59.00% |
| Transit | February, 2017 | \$50,000.00 | 68.25% |
| | | \$50,001.00 + | Negotiable |
| Teknion Tables | February, 2017 | \$50,000.00 | 60.50% |
| | | \$50,001.00 + | Negotiable |
| Wood - Reception, Conference and Accessories | June, 2015 | \$50,000.00 | 60.00% |
| | | C&C Denver Project | 64.44% |
| Wood Casegoods - Voltera, Korato, Modena and Philadelphia | May, 2016 | \$50,000.00 | 60.00% |
| | | C&C Denver Project | 64.44% |
| Teknion Foundations | June, 2015 | \$50,000.00 | 56.00% |
| | | \$50,001.00 + | Negotiable |
| Interpret | February, 2017 | \$50,000.00 | 68.25% |
| | | \$50,001.00 + | Negotiable |
| Sidwise | February, 2017 | \$50,000.00 | 68.25% |
| | | \$50,001.00 + | Negotiable |
| Teknion Studio | October, 2016 | \$50,000.00 | 43.75% |
| | | C&C Denver Project | |
| Dossier | February, 2017 | \$50,000.00 | 56.00% |

| | | | |
|-------------------------|----------------|-------------------------------|---------------|
| | | \$50,001.00 + | Negotiable |
| Height Adjustable Bench | February, 2017 | \$50,000.00 | 71.66% |
| | | C&C Denver Project | 77.22% |
| Journal | February, 2017 | \$50,000.00 | 56.00% |
| | | \$50,001.00 + | Negotiable |
| upStage | May, 2016 | \$50,000.00 | 71.66% |
| | | C&C Denver Project | 77.22% |
| Zones | October, 2016 | | |
| | | C&C Denver Project | 52.22% |
| Focus | October, 2016 | \$50,000.00 | 71.60% |
| | | C&C Denver Project | 75.56% |

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 facility in Toronto, Ontario, Canada to any single destination within the Continental United States. The cost of freight for shipments from the Continental United States to other OCONUS States or Territories will be quoted on a case by case basis.

Delivery and installation costs will be quoted on a per project basis.

COOPERATIVE CONTRACT

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

ORDER MANAGEMENT SERVICES

- Product specification and pricing
- Order processing and tracking
- Order delivery planning and phasing

INSTALLATION SERVICES

- Delivery and receiving of goods
- Staging
- Install and quality acceptance of install

MOVE MANAGEMENT

- Reconfigurations – small moves, adds and changes
- Move planning for live sites to minimize disruption
- Moves – floor-to-floor and site-to-site, tear-down and rebuild
- Post-project maintenance & day-to-day facilities care
- Add-on or change-out to furniture
- Cost quotations
- Parts and service for warranty work

ERGONOMIC EVALUATIONS

- Assessment and recommendations
- End-user training for new products

ASSET MANAGEMENT

- Warehousing
- Inventory programs

AFTER MARKET FURNITURE SERVICES

- Used furniture procurement or trades
- Inventory disposition and recycling

LEASING PROGRAMS

EXPRESS SHIP FURNITURE PROGRAMS

CAD DRAWING SERVICES

FURNITURE STANDARDS DEVELOPMENT