

**Amendment to Contract for
Teknion Office Furniture
Public Sourcing Solutions Master Agreement Number CNR01290
City of Lincoln & Lancaster County**

This Amendment is hereby entered into by and between Teknion LLC, 350 Fellowship Road, Suite 100, Mt. Laurel, NJ 08054 (hereinafter "Contractor") and the City of Lincoln and Lancaster County (hereinafter "Owners"), for the purpose of renewing the Contract C-11-0529, dated September 20, 2011, and D.O. 06393, dated September 14, 2011, (the "Contract"), for Teknion Office Furniture, Public Sourcing Solutions Master Agreement Number CNR01290, which is made a part of this amendment by this reference.

WHEREAS, the original term of the Contract is March 1, 2011 through December 31, 2011, with the option to renew upon written mutual consent of both parties, not to exceed the term of Teknion LLC Master Agreement Number CNR01290; and

WHEREAS, the Contract was amended by the City D.O. 07067 on February 1, 2012, and by the County Contract 12-0046, executed January 24, 2012, to renew the Contract for an additional one (1) year period from January 1, 2012 through December 31, 2012; and

WHEREAS, the Contract was amended by the City D.O. 08735 on February 7, 2013, and by the County Contract 13-0078, executed February 19, 2013, to renew the Contract for an additional one (1) year period from January 1, 2013 through December 31, 2013; and

WHEREAS, the Contract was amended by the City E.O. 086856 on January 27, 2014, and by the County Contract 14-0076, executed February 11, 2014, to renew the Contract for an additional one (1) year period from January 1, 2014 through December 31, 2014; and

WHEREAS, the parties wish to renew the Contract for an additional six (6) month term beginning January 1, 2015 through June 30, 2015 and

WHEREAS, the estimated expenditures for City Departments for the term of this renewal shall not exceed \$24,000.00 without prior approval by the City of Lincoln.

WHEREAS, the estimated expenditures for Lancaster County Departments for the term of this renewal shall not exceed \$10,000.00 without prior approval of the Lancaster County Board of Commissioners.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract, under County Contract C-11-0529 and City D.O. 06393, and stated herein the parties agree as follows:

- 1) The parties agree to renew the Contract for an additional six (6) month term beginning January 1, 2015 through June 30, 2015
- 2) The estimated expenditures for City Departments for the term of this renewal shall not exceed \$24,000.00 without prior approval by the City of Lincoln.
- 3) The estimated expenditures for Lancaster County Departments for the term of this renewal shall not exceed \$10,000.00 without prior approval of the Lancaster County Board of Commissioners.
- 4) All other terms of the Contract, not in conflict with this Amendment, shall remain in full force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Parties do hereby execute this Amendment.

Lancaster County Board of Commissioners Signatures

Executed this 24 day of February, 2015

Todd Wittgen
Deb Schorr
[Signature]
[Signature]
Bill Aley

City of Lincoln

Executed this 29th day of January, 2015

[Signature]
Finance Director

Approved by Directorial Order No. 12462

[Signature]
County Attorney

Supplier, please sign and date. Mail back to our office; a faxed copy is not acceptable.

Date 1/22/15

Company Name: (PLEASE PRINT)	Teknion LLC
By: (PLEASE PRINT)	Jeffrey M. Kraus
By: (PLEASE SIGN)	<u>[Signature]</u>
Title:	Vice President Business Operations
Company Address:	350 Fellowship Road, Ste 100 Mt. Laurel, NJ 08054
Company Phone & Fax:	Phone: 856-596-1608 Fax: 856-552-5830
E-Mail Address:	jeff.kraus@teknion.com
Contact Person for: "Service and Orders"	Angie Hoffman
Phone Number:	856-552-5618



AMENDMENT NUMBER 6
TO AGREEMENT CNR01290
BETWEEN
EDUCATIONAL & INSTITUTIONAL COOPERATIVE SERVICE, INC.,
AND
TEKNION LLC

This AMENDMENT to AGREEMENT CNR01290 for Office Furniture ("Agreement") is made between Educational and Institutional Cooperative Service, Inc. and its division E&I Public Sourcing with offices located at 2 Jericho Plaza, Suite 309, Jericho, NY 11753 ("E&I") and Teknion LLC with offices located at 350 Fellowship Road, Mount Laurel, NJ 08054 ("Supplier"). E&I and Supplier hereby amend the AGREEMENT to include the following supplemental language:

- 1.0 E&I and Supplier agree to extend this adoption of the Baltimore Regional Cooperative Purchasing Committee's contract with Howard County for Office Furniture. The extension is granted for no more than six (6) additional months. This extension may be terminated prior to the expiration date by E&I or the Supplier provided written notification has been supplied. The new expiration date will be June 30, 2015.
- 2.0 Notwithstanding the terms agreed to in this Amendment and all other terms and conditions of the original Agreement remain in full force and effect. This Amendment becomes binding and effective when signed by both parties.
- 3.0 The Amendment may be executed in several originals, which together constitute but one and the same Amendment. The parties agree that a signature affixed to any one of the originals and delivered by facsimile shall be valid, binding, and enforceable.

TEKNION, LLC
By: [Signature]
Printed Name: Jeffrey M. Krauc
Title: Vice President Business Operations
Date of Signature: January 5, 2015
Address (for notices):
Teknion LC
350 Fellowship Road, Suite 100
Mount Laurel, NJ 08054
Federal Tax ID: 22-3785040

E&I COOPERATIVE SERVICES
By: [Signature]
Printed Name: Gary D. Link C.P.M.
Title: Sr. Vice President of Contracts & Enterprise Solutions Group
Date of Signature: 1/5/15
Address (for notices):
Public Sourcing Solutions
2 Jericho Plaza, Suite 309
Jericho, NY 11753-1671
Federal Tax ID: 11-1694595

86850

**Amendment to Agreement for
Teknion Office Furniture
Public Sourcing Solutions Master Agreement Number CNR01290
City of Lincoln and Lancaster County**

This Amendment is hereby entered into on this 17th day of January, 2014, by and between Teknion LLC, 350 Fellowship Road, Mt. Laurel, NJ 08054 (hereinafter "Contractor") and Lancaster County and the City of Lincoln (hereinafter "Owners"), for the purpose of renewing the Agreement C-11-0529, dated September 20, 2011 and D.O. 06393, dated September 14, 2011, (the "Agreement"), for Teknion Office Furniture, Public Sourcing Solutions Master Agreement Number CNR01290, which is made a part of this amendment by this reference.

WHEREAS, the original term of the Agreement is March 1, 2011 through December 31, 2011, with the option to extend upon written mutual consent by both parties, not to exceed the term of the Pricing Notice Quote Number 312495; and

WHEREAS, the Agreement was amended by the City D.O. 07067 on February 1, 2012, and by the County Contract C-12-0046, executed by the County Board on February 2, 2012, to renew the agreement for an additional one (1) year period from January 1, 2012 through December 31, 2012; and

WHEREAS, the Agreement was amended by the City D.O. 8735 on February 7, 2013, and by the County Contract C-13-0078, executed by the County Board on February 24, 2013, to renew the agreement for an additional one (1) year period from January 1, 2013 through December 31, 2013; and

WHEREAS, the parties wish to renew the Contract for an additional one (1) year term beginning January 1, 2014 through December 31, 2014; and

WHEREAS, the parties wish to amend the agreement to include discount changes to the end user as per Attachment A.

WHEREAS, the estimated expenditures for Lancaster County Departments for the term of this renewal shall not exceed \$16,000.00 without prior approval of the Lancaster County Board of Commissioners.

WHEREAS, the estimated expenditures for City Departments for the term of this renewal shall not exceed \$68,100.00 without prior approval by the City of Lincoln.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract, under County Contract C-11-0529 and City D.O. 6393, all amendments thereto, and as stated herein, the parties agree as follows:

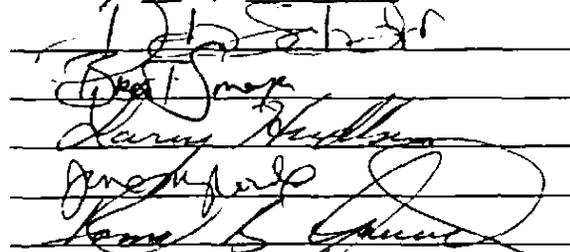
- 1) The Contract shall be renewed for an additional one (1) year term beginning January 1, 2014 through December 31, 2014; and
- 2) The parties agree to the discount changes to the end user as per Attachment A.
- 3) The estimated expenditures for Lancaster County Departments for the term of this renewal shall not exceed \$16,000.00 without prior approval of the Lancaster County Board of Commissioners.
- 4) The estimated expenditures for City Departments for the term of this renewal shall not exceed \$68,100.00 without prior approval by the City of Lincoln.
- 5) All other terms of the Contract, not in conflict with this Amendment, shall remain in full force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Parties do hereby execute this Amendment.

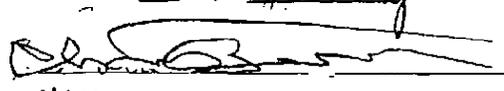
Lancaster County Board of Commissioners Signatures

Executed this 11 day of February, 2014



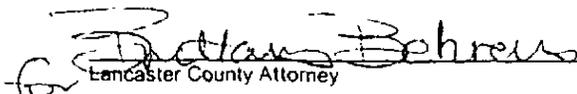
City of Lincoln

Executed this 27th day of January 2014

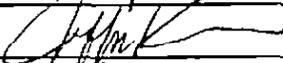


Mayor

Approved by Executive Order No. 86856


Lancaster County Attorney

Supplier, please sign and date. Mail back to our office; a faxed copy is not acceptable.

Company Name: (PLEASE PRINT)	Teknion LLC
By: (PLEASE PRINT)	Jeffrey M. Kraus
By: (PLEASE SIGN)	
Title:	Vice President Business Operations
Company Address: (PLEASE PRINT)	350 Fellowship Rd., Ste. 100 Mt. Laurel, NJ 08054
Company Phone & Fax: (PLEASE PRINT)	Phone 856-596-7608 Fax 856-552-5830
E-Mail Address: (PLEASE PRINT)	jeff.kraus@teknion.com



**AMENDMENT NUMBER 4
TO AGREEMENT CNR01290
BETWEEN
EDUCATIONAL & INSTITUTIONAL COOPERATIVE SERVICE, INC.,
And its division, PUBLIC SOURCING SOLUTIONS
AND
TEKNION LLC**

This AMENDMENT to AGREEMENT CNR01290 for Office Furniture ("Agreement") is made between Educational and Institutional Cooperative Service, Inc. and its division Public Sourcing Solutions with offices located at 2 Jericho Plaza, Suite 309, Jericho, NY 11753 (hereinafter referenced as "PSS") and Teknion LLC with offices located at 350 Fellowship Road, Mount Laurel, NJ 08054 (hereafter referenced as "Supplier"). PSS and Supplier hereby amend the AGREEMENT to include the following supplemental language:

- 1.0 Both Parties agree to extend the PSS adoption of the Baltimore Regional Cooperative Purchasing Committee's contract with Howard County for Office Furniture for an additional twelve (12) months. The new expiration date will be December 31, 2014.
- 2.0 Notwithstanding the terms agreed to in this Amendment and all other terms and conditions of the original Agreement remain in full force and effect. This Amendment becomes binding and effective when signed by both parties.
- 3.0 The Amendment may be executed in several originals, which together constitute but one and the same Amendment. The parties agree that a signature affixed to any one of the originals and delivered by facsimile shall be valid, binding, and enforceable.

TEKNION, LLC

By: 

Printed Name: Jeffrey M. Kraus

Title: V. P. Business Operations

Date of Signature: 4/8/14

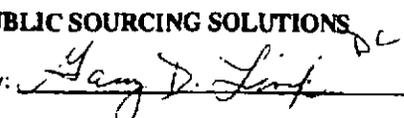
Address (for notices):
Teknion LC

350 Fellowship Road, Suite 100

Mount Laurel, NJ 08054

Federal Tax ID: 22-3785040

PUBLIC SOURCING SOLUTIONS

By: 

Printed Name: Gary D. Link, C.P.M.

Title: Sr. Vice President of Contracts & Enterprise Solutions Group

Date of Signature: 3/4/2013

Address (for notices):
Public Sourcing Solutions

2 Jericho Plaza, Suite 309

Jericho, NY 11753-1671

Federal Tax ID: 11-1694595

08735
C-13-0018

**Amendment to Agreement for
Teknion Office Furniture
Public Sourcing Solutions Master Agreement Number CNR0129
City of Lincoln and Lancaster County**

This Amendment is hereby entered into on this ____ day of _____, 2013, by and between Teknion LLC, 350 Fellowship Road, Mt. Laurel, NJ 08054 (hereinafter "Contractor") and Lancaster County and the City of Lincoln (hereinafter "Owners"), for the purpose of renewing the Agreement C-11-0529, dated September 20, 2011 and D.O. 06393, dated September 14, 2011, (the "Agreement"), for Teknion Office Furniture, Public Sourcing Solutions Master Agreement Number CNR0129 which is made a part of this amendment by this reference.

WHEREAS, the original term of the Agreement is March 1, 2011 thru December 31, 2011, with the option to extend upon written mutual consent by both parties, not to exceed the term of the Pricing Notice Quote Number 312495; and

WHEREAS, the parties wish to renew the agreement for an additional one (1) year term beginning January 1, 2013 thru December 31, 2013; and

WHEREAS, the parties wish to amend the agreement to include discount changes to the end user as per Attachment A.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Agreement, under County Contract C-11-0529 and City D.O. 06393, and stated herein the parties agree as follows:

- 1) The Agreement shall be renewed for an additional one (1) year term beginning January 1 2013 thru December 31, 2013.
- 2) The parties agree to the discount changes to the end user as per Attachment A.
- 3) All other terms of the Contract, not in conflict with this Amendment, shall remain in full force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Parties do hereby execute this Amendment.

Lancaster County Board of Commissioners Signatures

Executed this 19 day of February, 2013

City of Lincoln

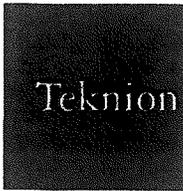
Executed this 21 day of February, 2013

 Finance Director
 Approved by Directorial Order No. 08735

 Lancaster County Attorney

Supplier, please sign and date. Mail back to our office; a faxed copy is not acceptable.

Company Name: (PLEASE PRINT)	Teknion LLC
By: (PLEASE PRINT)	Jeffrey M. Kraus
By: (PLEASE SIGN)	<i>JMK</i>
Title:	Vice President
Company Address: (PLEASE PRINT)	350 Fellowship Road, Suite 100, Mount Laurel, NJ 08054
Company Phone & Fax: (PLEASE PRINT)	(856) 596-7608, (856) 552-5830
E-Mail Address: (PLEASE PRINT)	jmk.kraus@teknion.com



Teknion LLC
350 Fellowship Road
Mt. Laurel, NJ 08054
Phone: (856) 596-7608
Fax: (856) 596-8088

SPECIAL PRICING NOTICE
SPECIAL QUOTE NUMBER 312495

31

January 2, 2013

We are pleased to extend special pricing on the following project, based upon the conditions set forth below:

Client/Project: BRCPC Contract / PSS
Effective Date: December 21, 2012
Expiration Date: December 31, 2013

The above referenced Special Quote number must appear on all purchase orders; otherwise, the purchase order will be acknowledged and invoiced at normal net pricing. Discounts are based upon the list prices in effect at time of order entry unless otherwise noted. For pricing revisions, the revised pricing will be effective for orders received by Teknion on or after the effective date on this letter, unless otherwise noted above.

TEKNION LLC

Client/Project: BRCPC Contract / PSS
 Effective Date: December 21, 2012
 Expiration Date: December 31, 2013

Product	Catalog	Discount to End User	Freight Terms	Price Tier-List Value	Special Conditions
Ability	TAB	61.18%	1		Discounts are delivered and installed, except for TFS Systems and architectural wall products. The TFS Systems and architectural wall product installation rate is \$45.00 per hour and is not included in the discount.
Altos	TAL	61.18%	1		
Boulevard Systems	TSB	53.82%	1		
Complements	TCO	61.18%	1		
District	TDI	61.18%	1		
Expansion Casegoods	RCA	53.82%	1		
Expansion Desking	RBU	53.82%	1		
Expansion Modular Cabinets	RMC	53.82%	1		
Expansion Training	RET	53.82%	1		
Expansion Wall Rail System	RWR	61.18%	1		
Expansion Wood	REW	51.39%	1		
Filing and Storage Xpress	TFQ	63.74%	1		
FM	TFM	61.18%	1		
Girsberger Seating	142	TBD	1		
IE	RIE	61.18%	1		
Leverage	TLE	61.18%	1		
Marketplace	TMA	61.18%	1		
Optos	TOP	61.18%	1		
Reception, Conference & Acces	TWC	51.39%	1		
Teknion Dossier	TDO	TBD	1		
Teknion Filing and Storage	TFF	63.74%	1		
Teknion Foundations	TWN	51.39%	1		
Teknion Korato	TWK	51.39%	1		
Teknion Modena	TWM	51.39%	1		
Teknion Philadelphia	TWP	51.39%	1		
Teknion Seating	TSC	53.76%	1		
Teknion Tables	TTA	53.82%	1		
Teknion Voltera	TWV	51.39%	1		
Teknion Voltera U	TWE	51.39%	1		
Teknion Wood Custom	TWU	TBD	4		
Teknion Wood Solitar	TWO	TBD	1		
The Street Collection	TGS	53.76%	1		
TOS	TOS	61.18%	1		
Transit	TST	61.18%	1		
Xpress Complements	TCQ	61.18%	1		
Xpress Expansion	RCQ	53.82%	1		
Xpress Expansion Desking	RBQ	53.82%	1		
Xpress Leverage	TQL	61.18%	1		
Xpress Marketplace	TQM	TBD	1		
Xpress Seating	TSQ	53.76%	1		
Xpress Wood Seating	TQG	51.39%	1		

* Freight Terms	Explanation
1	Freight prepaid and allowed within the Continental United States
4	Freight prepaid and charged

**Amendment to Agreement for
Teknion Office Furniture
Public Sourcing Solutions Master Agreement Number CNR0129
City of Lincoln & Lancaster County**

C-12-040
RECEIVED
JAN 18 2012

This Amendment is hereby entered into on this 10 day of Feb, 2012, by and between **Teknion LLC, 350 Fellowship Road, Suite 100, Mt. Laurel, NJ 08054** (hereinafter "Contractor") and the **City of Lincoln and Lancaster County** (hereinafter "Owners"), for the purpose of renewing the Agreement C-11-0529, dated September 20, 2011, and D.O. 06393, dated September 14, 2011, (the "Agreement"), for **Teknion Office Furniture, Public Sourcing Solutions Master Agreement Number CNR0129**, which is made a part of this amendment by this reference.

WHEREAS, the original term of the Agreement is **March 1, 2011 through December 31, 2011**, with the option to extend upon written mutual consent of both parties, not to exceed the term of the Pricing Notice Quote Number 315405; and

WHEREAS, the parties wish to renew the agreement for an additional term beginning **January 1, 2012 through December 31, 2012** and

WHEREAS, the parties wish to amend the agreement to include discount changes to the end user as per Attachment A.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Agreement, under County Contract C-11-0529 and City D.O. 06393, and stated herein the parties agree as follows:

- 1) The parties agree to renew the agreement for an additional term beginning **January 1, 2012 through December 31, 2012**
- 2) The parties agree to the discount changes to the end user as per Attachment A.
- 2) All other terms of the Contract, not in conflict with this Amendment, shall remain in full force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Parties do hereby execute this Amendment.

Lancaster County Board of Commissioners Signatures

Executed this 14 day of January, 2012

[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

City of Lincoln

Executed this 1st day of February, 2012

[Signature]
Finance Director
Approved by Directorial Order No. 07067

[Signature]
for County Attorney

Supplier, please sign and date. Mail back to our office; a faxed copy is not acceptable.

Date _____

Company Name: (PLEASE PRINT)	Teknion LLC
By: (PLEASE PRINT)	Jeffrey M. Kraus
By: (PLEASE SIGN)	<u>[Signature]</u>
Title:	Vice President Business Operations
Company Address: (PLEASE PRINT)	350 Fellowship Road, Suite 100 Mt. Laurel, NJ 08054
Company Phone & Fax: (PLEASE PRINT)	Phone: 856-596-7608 Fax: 856-552-5830
E-Mail Address: (PLEASE PRINT)	jeff.kraus@teknion.com



Teknion LLC
350 Fellowship Road, Suite 100
Mt. Laurel, NJ 08054
Phone: (856) 596-7608
Fax: (856) 596-8088

SPECIAL PRICING NOTICE
SQ 315405

January 3, 2012

Sharon Mulder, Assistant Purchasing Agent
City of Lincoln, City/County Purchasing
440 South 8th Street, Suite 200, SW Wing
Lincoln, NE 68508

We are pleased to extend special pricing on the following project, based upon the conditions set forth on the next page.

Client/Project: PSS BALTIMORE - CITY OF LINCOLN/COUNTY OF LANCASTER NE

Effective Date: December 14, 2011

Expiration Date: **December 31, 2012**

The above referenced Special Quote number must appear on all purchase orders; otherwise, the purchase order will be acknowledged and invoiced at normal net pricing. Discounts are based upon the list prices in effect at time of order entry unless otherwise noted. For pricing revisions, the revised pricing will be effective for orders received by Teknion on or after the effective date on this letter, unless otherwise noted above.

TEKNION LLC

cc: PAT MOORE

Client/Project: PSS BALTIMORE - CITY OF LINCOLN/COUNTY OF LANCASTER NE

Effective Date: December 14, 2011

Expiration Date: December 31, 2012

Product	Catalog	Discount to End User	Freight Term	Price Tier-List Value	Special Conditions
Ability	TAB	71.87%	1		
Boulevard Systems	TSB	69.08%	1		
Complements	TCO	71.87%	1		
Expansion Casegoods	RCA	64.35%	1		
Expansion Desking	RBQ	64.35%	1		
Expansion Modular Cabinets	RMC	64.35%	1		
Expansion Training	RET	64.35%	1		
Expansion Wood	REW	60.60%	1		
FM	TFM	71.87%	1		
Leverage	TLE	71.87%	1		
Teknion Filing and Storage	TFF	71.87%	1		
Teknion Seating	TSC	61.10%	1		
Teknion Tables	TTA	64.35%	1		
The Street Collection	TGS	61.10%	1		
TOS	TOS	71.87%	1		
Transit	TST	71.87%	1		
Xpress Expansion Desking	RBQ	64.35%	1		

* Freight Terms	Explanation
1	Freight prepaid and allowed within the Continental United States
4	Freight prepaid and charged
5	Freight prepaid and allowed within the Continental United States. A 5% of list price upcharge will be applied to each purchase order for products having an aggregate list value of less than \$20,000 except to the extent that the aggregate list value of Consolidated Products on the purchase order is equal to or more than \$10,000.

06393

C-11-0529

RECEIVED

SEP 15 2011

LANCASTER COUNTY
CLERK

CONTRACT DOCUMENTS

**CITY OF LINCOLN
LANCASTER COUNTY, NEBRASKA**

**Annual Requirements for Teknion Office Furniture
Public Sourcing Solutions Master Agreement Number CNR01290**

**Contractor:
Teknion LLC
350 Fellowship Road
Mt. Laurel, NJ 08054**

**CITY OF LINCOLN AND LANCASTER COUNTY, NEBRASKA
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into by and between Teknion LLC, 350 Fellowship Road, Mt. Laurel, NJ 08054 hereinafter called Contractor, and the City of Lincoln, Nebraska, a municipal corporation and the County of Lancaster, Nebraska, a political subdivision, hereinafter called the Owners.

WHEREAS, Neb. Rev. Stat. § 23-3109(1)(d)(iii) allows for waiver of bidding requirements when the price has been established by a cooperative purchasing agreement by which supplies, equipment, or services are procured in accordance with a contract established by another governmental entity or group of governmental entities if the contract was established in accordance with the laws and regulations applicable to the establishing governmental entity or, if a group, the lead governmental entity; and

WHEREAS, Lincoln Municipal Code §2.18.030(c) allows the City of Lincoln to join with other units of government for cooperative purchasing; and

WHEREAS, the Owners through local inter-governmental cooperative purchasing have chosen to participate in the contract between the Public Sourcing Solutions and Teknion LLC., Public Sourcing Solutions Master Agreement Number CNR01290, dated March 7, 2011 and Attachment A, PSS-City of Lincoln Contract Negotiated Pricing, dated September 13, 2011 which was prepared in accordance with the usual and customary laws, procedures and policies, and has approved and adopted said documents connected with said, Work, to-wit:

for all materials and equipment necessary to provide and deliver Furniture (Office and Non-Office) to the Owners' various departments, agencies and divisions as the Owners may determine in compliance with the prices as established via the Public Sourcing Solutions and Teknion LLC., Public Sourcing Solutions Master Agreement Number CNR01290, dated March 7, 2011, and Attachment A, PSS-City of Lincoln Contract Negotiated Pricing, dated September 13, 2011, and

WHEREAS, the Contractor, in response to the Owners' request to participate in said agreement, has submitted to the Owners, an offer approving Owners participation under the same pricing structure, terms and conditions as the Public Sourcing Solutions for Furniture (Office and Non-Office), with only those exceptions stated herein; and

WHEREAS, Public Sourcing Solutions, in the manner usual and customary to their laws, policies and procedures has opened, read, examined, and canvassed the Proposals submitted in response to the proposal request, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Public Sourcing Solutions Master Agreement Number CNR01290, dated March 7, 2011, and Attachment A, PSS-City of Lincoln Contract Negotiated Pricing, dated September 13, 2011 a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the Owners hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities necessary to provide and deliver Furniture (Office and Non-Office) to/for the Owner's various departments, agencies and divisions as the Owners may determine.
2. Term of the Contract. The initial term of this contract is for a period beginning March 1, 2011 through December 31, 2011.

- 2.1 Upon conclusion of the initial term, the contract may be renewed on a yearly basis with mutual written agreement by both parties for additional one-year terms not to exceed the term of the Public Sourcing Solutions contract.
 - 2.2 If renewal of the contract for the additional term is not desirable by either one of the parties, that party shall give written notice to the other of its intent to terminate the contract by not less than thirty (30) days prior to the expiration of the initial agreement period.
 - 2.3 Any renewal of the contract will be under the same terms and conditions as the original agreement.
3. Pricing. Pricing of items will be pursuant to Public Sourcing Solutions Master Agreement Number CNR01290, dated March 7, 2011 .
 - 3.1 Terms of payment shall be *net* thirty (30) days for all merchandise meeting Owners Specifications and approval. Each location will have a separate account number and billing address. The Owners may choose to pay the vendor using an Electronic Funds Transfer. If this option is used, any discounts available to the Public Sourcing Solutions shall be made available to the Owners.
4. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the Owners and employees of the Owners shall not be deemed to be employees of the Contractor. The Contractor and the Owners shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the Owner's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
5. Indemnification. The Contractor shall indemnify and hold harmless the Owners (City of Lincoln and Lancaster County), their agents, principals, officers, and employees from and against all claims, demands, suits, actions, payments, liabilities, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the acts or omissions of the Contractor, its principals, officers, agents, or employees in the performance of this contract. Liability includes any claims, damages, losses, and expenses arising out of or resulting from performance of this contract that results in any claim for damage whatsoever including any bodily injury, civil rights liability, sickness, disease, or damage to or destruction of tangible property, including the loss of use resulting therefrom. Further, Contractor shall maintain a policy or policies of insurance (or a self-insurance program), sufficient in coverage and amount to pay any judgments or related expenses from or in conjunction with any such claims. Nothing in this contract shall require either party to indemnify or hold harmless the other party from liability for the negligent or wrongful acts or omissions of said other party or its principals, officers, or employees.
6. Equal Employment Opportunity. In connection with the carrying out of this project, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. 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, national origin, ancestry, disability, age or marital status. 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 compensation; and selection for training, including apprenticeship.

7. Owner Inclusion. It is understood and agreed by all parties that "Owner/s" shall include the City of Lincoln and Lancaster County, Nebraska. Whenever in the Contract documents, including the instructions to bidders, specifications, insurance requirements, bonds, and terms and conditions of any other documents which are a part of the Contract, a singular entity is referenced (i.e., "the City" or "the County") it shall mean the "Owners" encompassing the City and the County.
8. Termination. This Contract may be terminated by the following:
 - 8.1 Termination for Convenience. Either party may terminate this Contract upon fourteen (14) days written notice to the other party for any reason without penalty.
 - 8.2 Termination for Cause. The Owners may terminate the Contract for cause if the Contractor:
 - 8.2.1 Refuses or fails to supply the proper labor, materials and equipment necessary to provide and deliver office furniture.
 - 8.2.2 Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
 - 8.2.3 Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the Owners will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.
9. The parties agree that the terms and conditions of this Contract shall prevail and govern in the case of any such inconsistent or additional terms in the Agreement between Public Sourcing Solutions and Teknion LLC., Public Sourcing Solutions Master Agreement Number CNR01290, dated March 7, 2011 and Attachment A, PSS-City of Lincoln Contract Negotiated Pricing, dated September 13, 2011 .
10. E-Verify. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section. For information on the E-Verify Program, go to www.uscis.gov/everify.

The Contract Documents comprise the Contract, and consist of the following:

1. Contract Agreement
2. Public Sourcing Solutions Master Agreement Number CNR01290, dated March 7, 2011
3. Attachment A, PSS-City of Lincoln Contract Negotiated Pricing, dated September 13, 2011

This Contract Agreement, together with the other Contract Documents herein above mentioned, form this Contract, and are a part of the Contract as if hereto attached.

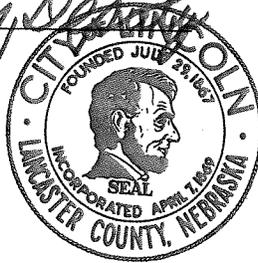
The Contractor and the Owners hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the Owners do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

Teresa J. Meier, Deputy
City Clerk



CITY OF LINCOLN, NEBRASKA

Steve Niska
Finance Director

Approved by Directorial Order No. 06393

dated Sept 14, 2011

EXECUTION BY LANCASTER COUNTY

Contract Approved as to Form:

Bryan Johnson
for Lancaster County Attorney

The Board of County Commissioners of
Lancaster County, Nebraska

Jane Kasper
Beene Keen
Dee Dwyer
Bob Hobbs
Hudkins Absent

Dated: 9/20/11

EXECUTION BY CONTRACTOR

IF A CORPORATION:

Name of Corporation

ATTEST:

(Address)

Secretary (SEAL)

By: _____
Duly Authorized Official

Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Teknion LLC

Name of Organization

Limited Liability Company

Type of Organization

350 Fellowship Rd., Ste 100, Mt. Laurel, NJ 0805

(Address)

By: _____
Member

By: _____
Member



This Master Agreement (hereinafter referenced as "Agreement") is effective as of *March 1, 2011* by and between *Teknion LLC* with offices located at *350 Fellowship Road, Mount Laurel, NJ 08054* (hereinafter referenced as "Supplier") and Educational and Institutional Cooperative Service, Inc. and its division Public Sourcing Solutions with offices located at 2 Jericho Plaza, Suite 309, Jericho, NY 11753 (hereinafter referenced as "PSS").

I. Overview

The Supplier and PSS have agreed to establish a strategic partnership aimed at enhancing the Supplier's sales penetration into the Local Government Market and enhancing the position of PSS towards becoming the premier contracting arm for Local Government.

Towards these goals the Supplier and PSS have agreed to market the Supplier's *Baltimore Regional Cooperative Purchasing Committee (BRCPC) Contract* that resulted from the Howard County bid # 2008-001 on a National basis to Local Government. The Supplier agrees (1) to improve pricing and / or terms (on a case by case basis) as necessary to assure a competitive offering in the Local Government Market; (2) to aggressively market the offering nationwide; and (3) to assure that the Supplier's sales force will be trained, engaged and committed to the success of the offering.

For this Agreement, Local Government is defined as cities, counties, municipalities, K12, non-profits, and not-for-profits organizations. K12 is a shared market with E&I Higher Education division.

It is understood that this offering will not be made available to the Higher Education Market unless the proposed customer is (1) a member of NAEP / E&I Cooperative and (2) advance written approval of E&I Cooperative is obtained.

II. Scope

Any Local Government organizations that use the *Baltimore Regional Cooperative Purchasing Committee agreement* as the contract source and reference the PSS agreement on their purchase, or referenced document for pricing and/or terms and conditions of purchase shall *be considered as qualifying purchases*. *Qualifying purchases* must bear reference to PSS on the actual purchase order, or have an all inclusive written statement on record verifying such orders.

This Agreement does not constitute a purchase order or a commitment to purchase products and/or services by PSS or PSS participants. Any purchases made under this Agreement shall be made by the individual PSS participant and any resulting contract shall be between the PSS Participant and the Supplier and or Supplier's Dealer/Reseller.

III. Term of Agreement

The Agreement term will align with the *Baltimore Regional Cooperative Purchasing Committee agreement*. Current term ends *December 31, 2011* and shall include any renewals available.

IV. Terms, Conditions, and Pricing for PSS Participants

Unless otherwise superseded by the terms and conditions of the PSS participant the terms, conditions, and pricing are as listed and included in the Supplier's *Baltimore Regional Cooperative Purchasing Committee agreement for Office Furniture*. As noted in the above overview, PSS participants are eligible for improved pricing and/or terms (on a case by case basis) as necessary to assure a competitive offering.



V. Contract Administrative Fee (CAF) and Report of Sales

Supplier shall provide a quarterly electronic formatted report of total U.S. dollar sales by PSS Participants (see Scope for details). The Report of Sales shall include, but not be limited to, participant name, city, state, and date of sale. The Report of Sales is due no later than ten (10) days following the end of the quarter. The initial Report of Sales is due no later than thirty (30) days after the quarter of the effective date of this Agreement. The Report of Sales shall be electronically delivered to the following email address vrf@eandi.org.

The Supplier will provide to PSS (payable to E&I Cooperative) a Contract Administrative Fee (CAF) of 2.50% based on the total invoice Price for all orders placed by qualifying PSS participants and/or qualifying orders (see Scope for details) for the first three million dollars transacted through this contract. Any sales over three million dollars in the same calendar year will receive a 4.00% CAF. The CAF shall be calculated quarterly and include all orders shipped during the previous quarter. The CAF should be transmitted via EFT to E&I on a monthly basis no later than ten (10) days following the end of the quarter.

Failure to submit the CAF and supporting Report of Sales as specified shall incur an interest charge of 1½% per month until amount is paid in full. Supplier's failure to submit the CAF and Report of Sales when due shall constitute grounds for E&I's termination of this Agreement. Supplier shall remain liable for all CAF owing up to and including the time the Agreement has been terminated by E&I or expires.

VI. PSS Participant On-line Sign-up

The Supplier will make best efforts to instruct and encourage new PSS participants to sign up with PSS via on-line registration (www.publicsourcing.org).

VII. Signatures

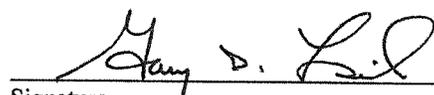
In witness whereof, the parties have executed this Agreement and do hereby warrant and represent that their respective signatories whose signatures appear below have been and are on the date of this Agreement duly authorized to execute this Agreement.

Teknion LLC

E&I Cooperative Service, Inc - PSS



Signature



Signature

Jeffrey M. Kraus

Printed Name

Gary Link

Printed Name

V. P. Business Operations

Title

Sr. Vice-President, Contacts

Title

Feb. 21, 2011

Date

3/7/11

Date



Attachment A General Terms and Conditions

1. Interpretation, Enforcement and Forum of Laws ~~(to "4.1 Interpretation, Enforcement and Forum of Laws" FCV2) PSS~~

For disputes between PSS and Supplier, this Agreement shall be governed by, construed, interpreted, and enforced solely in accordance with the laws and within the Courts of the State of New York.

2. Compliance with Law ~~(to "4.2 Compliance with Law" FCV2) PSS~~

Supplier warrants and certifies that in the performance of this Agreement, it has complied with or will comply with all applicable statutes, rules, regulations and orders of the United States, and any state or political subdivision thereof, including but not limited to, laws and regulations pertaining to labor, wages, hours and other conditions of employment.

3. Funding Provided by Federal Contracts or Grants

Where Federal Contracts or Grants provide funding to the PSS participant, it is the responsibility of the Supplier and the PSS participant to comply with all FAR (Federal Acquisition Regulations) applicable laws and regulations by completing any certifications and disclosures and any other requirements. When Federal Contract or Grant funds are used on PSS participant purchases under this Agreement, which exceed \$25,000, certification must be provided in writing that the Supplier is not debarred, suspended, or proposed for debarment by the Federal Government.

4. Insolvency

In the event of any proceedings in bankruptcy or insolvency by or against Supplier, or in the event of the appointment (with or without its consent) of an assignee for the benefit of creditors, or a receiver, PSS may cancel this Agreement without prior notice and without incurring any liability whatsoever to Supplier.

5. Assignments

Supplier shall not assign this agreement or any of Supplier's rights or obligations hereunder, without prior written consent of PSS. Any purported assignment made without prior written consent of PSS shall be void and of no effect.

6. Patent Trademark and Copyright Infringement

Since the Supplier is not the manufacturer of the products the Supplier only warrants that it has good title to the hardware products it sells and that it has proper authority to license the software products it distributes. The Supplier has no control over the technology of the Products sold hereunder and therefore cannot and does not indemnify PSS for any claims by third parties that Products infringe any patent, copyright, trademark or trade secret. Supplier will pass through any such indemnity it receives from the Product manufacturers or suppliers to Customer.

7. Use of Name, Logos, etc. in Advertising

Supplier agrees not to make reference to this Agreement or use the logo of PSS in any advertising material of any kind without the expressed written permission of PSS. PSS agrees not to use Supplier logo or name in advertisements or marketing communication without the expressed written permission of the Supplier.

8. Transactions between Supplier and PSS Participant

The purchase of products and/or services by a PSS participant from Supplier is a transaction solely between PSS participant and Supplier. It is understood and agreed that if any litigation arises between Supplier and any PSS participant, Supplier shall not make PSS a party to that litigation. A violation of this provision shall be deemed a material breach of this Agreement warranting termination by PSS, and Supplier agrees to indemnify PSS against and hold it harmless from all costs associated with such litigation, including reasonable attorney's fees.



9. Indemnification of PSS

Supplier agrees to indemnify and hold harmless PSS from and against all liability, losses, damages, claims, liens, and expenses (including reasonable legal fees) arising out of or connected with the products purchased, work or services performed, or resulting from damages or injuries incurred by or to the PSS participant by reason of any defect in manufacture, construction, inspection, delivery, material, workmanship, and/or design of any goods and services furnished hereunder, excepting only such liability as may result solely from the acts of negligence of PSS or its employees. Supplier, at the request of PSS shall undertake to defend any and all suits and to investigate and defend any and all claims whether justified or not, if such claim or suit is commenced against PSS participant or PSS, or their respective officers, agents, servants, and employees.

10. Licenses/Permits/Taxes and Tax Exempt Status

Supplier shall be responsible for obtaining all permits, licenses and bonding, to comply with the rules and regulations of any state, federal, municipal or county laws or any city government, bureau or department applicable and assume all liability for all applicable taxes.

11. Americans With Disabilities Act

Supplier shall comply with all applicable provisions of the Americans with Disabilities Act and applicable federal regulations under the Act.

12. Rules and Regulations

Employees of the Supplier and its subcontractors shall comply with all instructions, pertaining to conduct and building regulations of the PSS participant. The PSS participant reserves the right to request the removal or replacement of any undesirable employee at any time.

13. Equal Opportunity

The provisions of Section 202 of Executive Order 11246.41 C.F.R. Sec. 60-1.1 C.F.R. Sec. 60-250.4 and 41 C.F.R. Sec. 60-741.4 are incorporated herein by reference and shall be applicable to this Agreement unless this Agreement is exempted under the rules, regulations, or orders of the U.S. Secretary of Labor.

14. Non-Discrimination

The parties agree to comply with applicable state and federal rules governing Equal Employment Opportunity and Non-Discrimination.

15. Sexual Harassment

Federal law and the policies of PSS prohibit sexual harassment. Supplier is required to exercise control over its employees so as to prohibit acts of sexual harassment. If a PSS participant in its reasonable judgment determines that any employee of Supplier has committed an act of sexual harassment, Supplier agrees as a term and condition of this Agreement to cause such person to be removed from PSS participant's facility and to take such other action as may be reasonably necessary to cause the sexual harassment to cease.

16. Compliance with Specifications

The Supplier warrants that all goods, services, or work supplied under this Agreement shall conform to specifications, drawings, samples, or other descriptions contained or referenced herein and shall be merchantable, of good quality and workmanship and free from defect. The Supplier also warrants that all goods covered by this Agreement which are the product of the Supplier or are in accordance with its specifications, will be fit and subject to the PSS participant's inspection before acceptance, and also to later rejection if use reveals defects not apparent upon receipt; and if rejected will be held at Supplier's risk and expense for storage and other charges after 60 days of storage, goods may be disposed of without cost to PSS participant. Neither receipt of goods nor payment therefore shall constitute a waiver of this provision.



17. Gratuities

PSS may, by written notice to Supplier, cancel the Agreement if it discovers that gratuities, in the form of entertainment, gifts or the like, were offered or given by Supplier to any officer or employee of PSS or any PSS participant with a view toward securing an agreement or securing favorable treatment with respect to the awarding of this Agreement.

18. Covenant Against Contingency Fees

Supplier certifies that it has neither offered nor paid a contingency fee to any individual, agent, employee of PSS, or employee of any PSS participant to secure or influence the decision to award this Agreement to Supplier.

19. Suspension or Debarment

PSS may, by written notice to the Supplier immediately terminate the Agreement if it is determined that the Supplier has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor by any public procurement unit or other governmental body.

20. Conflict of Interest

In order to avoid even the appearance of any conflict of interest, neither PSS nor Supplier shall employ any officer or employee of the other party for a period of one year from the date hereof.

21. Force Majeure

Neither party shall be held responsible for any losses resulting if the fulfillment of any terms or provisions of this Agreement are delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence, said party is unable to prevent.

22. Modification of Terms

No waiver or modification of any of the provisions hereof shall be binding unless mutually agreed upon by PSS and the Supplier, in writing, with signatures of authorized representatives of all parties authorizing said modification.

23. Termination and Termination for Default

PSS may terminate this Agreement for any reason, including changes in the market price of the products, by delivering not less than thirty days (30) prior written notice thereof to Supplier. In addition, PSS may terminate this Agreement immediately upon the breach of this Agreement by Supplier by delivering written notice to Supplier, or if such breach is capable of being cured, PSS shall notify the Supplier in writing of such breach and demand that the same be cured within 10 days. Should the Supplier fail to cure the same within said period, PSS shall then have the right to terminate this Agreement.

The failure of PSS on behalf of its PSS participants to exercise its rights of termination for cause due to Supplier's failure to perform as required in any instance shall not constitute a waiver of termination rights in any other instance.

An order by a PSS participant may be cancelled due to non-appropriation of funds. This funding out clause is required by several states and can be for non-appropriation of State and Federal funds.

Supplier may terminate this Agreement for any reason by delivering not less than one hundred eighty (180) days prior written notice thereof to PSS.

24. Continuation of Performance Through Termination

Supplier shall continue to perform, in accordance with the requirements of this Agreement, up to the date of termination, as directed in the termination notice.



25. Strict Compliance

The parties may at any time insist upon strict compliance with these terms and conditions, notwithstanding any previous custom, practice or course of dealing to the contrary.

26. Entire Agreement

This Agreement together with the Exhibits annexed hereto constitutes the entire agreement between the parties and supersedes all prior agreements whether written or oral between the parties. Documents subject to Freedom of Information Act will only be released after award.

Additional Terms and Conditions – Marketing and Sales Responsibilities

27. Joint Responsibilities - Supplier in collaboration with PSS shall jointly:

- Develop, approve and implement an annual marketing plan to be reviewed on a quarterly basis.
- Establish and maintain PSS participant relations
- Collaborate to identify leads and opportunities, develop key target lists and leverage existing relationships to build business
- Make sales calls to PSS participants, as appropriate.
- Educate and motivate Supplier’s dealer/reseller network to utilize the Lead Agency Contract as the “go to market” selling strategy for Local Government and K-12 school systems.

28. Discounts – PSS Participants shall receive a discount from the Teknion List Price for the categories listed below. Additional discount for large orders will be negotiated between the PSS Participant and Teknion on a case by case basis.

TEKNION PRODUCT	DISCOUNT
TOS, Transit, Ability, Leverage, Complements, ie, Altos, Optos, Distric, Marketplace, WRS	61.18%
Filing and Storage	63.74%
Seating	53.76%
Wood Case Goods, Expansion Wood	51.39%
Boulevard, Expansion Desking and Casegoods, Teknion Tables, Modular Cabinets	53.82%

Client/Project: PSS - CITY OF LINCOLN

Effective Date: September 13, 2011

Expiration Date: April 30, 2012

Product	Discount to End User	Freight Terms	Price Tier-List Value	Special Conditions
Ability	71.87%	1		
Complements	71.87%	1		
FM	71.87%	1		
Leverage	71.87%	1		
Teknion Filing and Storage	71.87%	1		
TOS	71.87%	1		
Transit	71.87%	1		
Expansion Casegoods	64.35%	1		
Expansion Desking	64.35%	1		
Expansion Training	64.35%	1		
Teknion Seating	61.10%	1		
The Street Collection	61.10%	1		

* Freight Terms	Explanation
1	Freight prepaid and allowed within the Continental United States