



Solicitation Number: RFP#121919

CONTRACT

This Contract is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **Steelcase Inc.**, 901 44th Street SE, Grand Rapids, MI 49508 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members). "Vendor" when used in connection with a purchase order shall refer to the Dealer responsible for activities related to fulfilling the purchase order including, but not limited to, specifying, quoting, ordering, delivering, installing, invoicing, and collection in accordance with the terms of this Agreement. In certain situations or in locations where no Dealer is available Steelcase may act as the Vendor under this Agreement.

"Dealer" means always an authorized Steelcase dealer who will become bound to the terms and conditions of this Agreement through signing a separate document agreeing to the same.

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires February 18, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Member in advance, Equipment or Products must be delivered as operational to the Member's site.

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

B. LAWS AND REGULATIONS. All Equipment, Products, or Services must comply fully with applicable federal laws and regulations, and with the laws of the state or province in which the Equipment, Products, or Services are sold.

C. WARRANTY. Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Member in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Member.

D. DEALERS AND DISTRIBUTORS. Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized Distributors/Dealers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

Regardless of the payment method chosen by the Member, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Member at the time of purchase, excluding applicable sales or use taxes and/or surcharges, which will be captured on the applicable invoice.

Unless otherwise provided herein, when providing pricing quotes to Members, all pricing quoted must reflect a Member's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Member's requested delivery location.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Members. Members reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

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

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Member.

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

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Members.

4. PRODUCT AND PRICING CHANGE REQUESTS

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

- Identify the applicable Sourcewell contract number
- Clearly specify the requested change
- Provide sufficient detail to justify the requested change

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change)
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS

A. MEMBERSHIP. Membership in Sourcewell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Members that can legally access the Equipment, Products, or Services under this Contract. A Member's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Member's use of this Contract is at the Member's sole convenience and Members reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract.

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

6. MEMBER ORDERING AND PURCHASE ORDERS

A. PURCHASE ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.

B. **ADDITIONAL TERMS AND CONDITIONS.** Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

C. **PERFORMANCE BOND.** If requested by a Member and accepted by Vendor (whose acceptance shall not be unreasonably withheld), Vendor will provide a performance bond that meets the requirements set forth in the Member's purchase order.

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

E. **TERMINATION OF PURCHASE ORDERS.** Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Member fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal or state laws or regulations prohibit the purchase or change the Member's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Member.

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

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Member inquiries; and
- Business reviews to Sourcwell and Members, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to members, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State;
- Customer Zip Code;
- Sourcewell Assigned Entity/Member Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment and Products provided to Members. The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment and Products purchased by Members under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract. Any such audit will include transactions which have occurred within two (2) years of the agreed upon audit date.

Steelcase and Dealers shall make available to Sourcewell representatives no more than once per calendar year, during reasonable business hours and upon reasonable notice during the term of the agreement and two (2) years thereafter, any books, records, and invoices directly

related to the respective performance under this agreement. The parties will make their best efforts to resolve any discrepancies in a fair and equitable manner.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than thirty (30) days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

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

C. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, master-servant, principal-agent, or any other relationship.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Members, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused

by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of six (6) years from the end of this Contract. This clause extends to Members as it relates to business conducted by that Member under this Contract.

13. GOVERNMENT DATA PRACTICES

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

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INTELLECTUAL PROPERTY

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Members against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Members by any person on account of the use of any Equipment or Products by Sourcewell or its Members supplied by Vendor in violation of applicable patent or copyright laws.

15. PUBLICITY, MARKETING, AND ENDORSEMENT

A. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

B. **MARKETING.** Any direct advertising, marketing, or offers with Members must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

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

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have thirty (30) calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Members as a result of such failure to proceed will be borne by the Vendor.

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

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

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

20. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

- \$500,000 each accident for bodily injury by accident
- \$500,000 policy limit for bodily injury by disease
- \$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition). At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

- \$1,000,000 each occurrence Bodily Injury and Property Damage
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 aggregate for Products-Completed operations
- \$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer).

Minimum Limits:

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

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability.* During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. **CERTIFICATES OF INSURANCE.** Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without thirty (30) days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within ten (10) days of a request. Failure to request certificates of insurance by

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

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Vendor agrees to name Sourcewell and its Members, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. **SELF-INSURED RETENTIONS.** Any self-insured retention in excess of \$10,000 is subject to Sourcewell's approval.

21. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Members.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Member. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

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

Members that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Members may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Member accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work

Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. § 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of three (3) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition. Vendor does not certify compliance with the provisions of the Buy American Act and will address the issue with any Member on a case-by-case basis.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right

also includes timely and reasonable access to Vendor’s personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

24. CANCELLATION

Sourcwell or Vendor may cancel this Contract at any time, with or without cause, upon sixty (60) days’ written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor’s Proposal. Termination of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to termination.

Sourcewell
DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations &
Procurement/CPO
Date: 2/26/2020 | 1:47 PM CST

Steelcase Inc.
DocuSigned by:
By: Megan Maguire
A9BF1525703B456...
Megan Maguire
Title: Leader, Contract Specialist
Date: 2/27/2020 | 10:13 AM PST

Approved:
DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 2/27/2020 | 1:18 PM CST

RFP 121919 - Furniture Solutions with Related Accessories and Services

Vendor Details

Company Name: Steelcase Inc.
Address: 901 44th Street SE
Grand Rapids, MI 49508
Contact: Kevin Loubert
Email: kloubert@steelcase.com
Phone: 616-246-9455
Fax: 616-246-4918
HST#: 380819050

Submission Details

Created On: Monday November 11, 2019 14:01:43
Submitted On: Thursday December 19, 2019 15:01:54
Submitted By: Kevin Loubert
Email: kloubert@steelcase.com
Transaction #: aa9c07dd-ad11-4214-8ae6-09316e3fe6ac
Submitter's IP Address: 198.105.64.21

Specifications

Table 1: Proposer Identity & Authorized Representatives

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Steelcase Inc.
2	Proposer Address:	901 44th Street SE, Grand Rapids, MI 49508
3	Proposer website address:	www.steelcase.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Kevin Loubert, Industry Leader, Steelcase State & Local Government Solutions, 901 44th Street SE, Grand Rapids, MI 49508, Email: kloubert@steelcase.com, Phone: 616.246.9455
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Kevin Loubert, Industry Leader, Steelcase State & Local Government Solutions, 901 44th Street SE, Grand Rapids, MI 49508, Email: kloubert@steelcase.com, Phone: 616.246.9455
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Jeff Fredrickson, Director, Steelcase Government Solutions, 901 44th Street SE, Grand Rapids, MI 49508, Email: jfredric@steelcase.com, Phone: 616.292.9904

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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<p>7</p>	<p>Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.</p>	<p>OUR HISTORY Founded in 1912 as the Metal Office Furniture Company, our first patent for a metal wastebasket meant safety for office workers. In crowded cities where fires spread quickly, replacing wicker with steel was a lifesaving innovation. Our past, present and future are all about turning insights into innovations that unlock the promise of people at work and make the world a better place.</p> <p>Steelcase is a global, industry-leading company with approximately 13,000 employees and fiscal year 2019 revenue of approximately \$3.4 billion, is headquartered in Grand Rapids, Michigan and became publicly-traded in 1998. We are globally accessible through a network of channels, including over 800 dealer locations.</p> <p>OUR VALUES More than 100 years ago, our founders made a commitment to do business differently. Our seven core values ground us and push us to do more and be better every day.</p> <p>At Steelcase we:</p> <ul style="list-style-type: none"> • Act with integrity • Tell the truth • Keep commitments • Treat people with dignity and respect • Promote positive relationships • Protect the environment • Excel <p>OUR PORTFOLIO Steelcase leads the way in creating great experiences by offering a range of architecture, furniture and technology products and services designed to help people reach their full potential. Our comprehensive portfolio is anchored by three core brands: Steelcase, Coalesse and Turnstone. Together with our partners, we design spaces to help people work, learn and heal.</p> <p>Our strategy is to grow by leveraging our deep understanding of the patterns of work, workers and workspaces to offer solutions for new ways of working, new customer markets and new geographies. We are recognized as a responsible company that creates social, economic and environmentally sustainable value.</p> <p>And because protecting the environment is in our DNA, we drive sustainable social, economic and environmental change through our decisions and actions. At Steelcase, we don't just do what's right, we do what's best — for people and for the planet.</p> <p>Please see Additional Document T2.7 for more information, including a video about who we are and what we do.</p>
<p>8</p>	<p>Provide a detailed description of the products and services that you are offering in your proposal.</p>	<p>Products Steelcase's family of brands and partner products provide an integrated portfolio of furniture settings, user-centered technologies and interior architectural products for both individual and collaborative work across a range of price points. We have expanded our offerings through investments in product development and our recent acquisitions and marketing partnerships.</p> <ul style="list-style-type: none"> • Our furniture portfolio includes panel, fence and beam-based furniture systems, storage, fixed and height-adjustable desks, benches and tables and complementary products such as worktools. • Our seating products include task chairs which are highly ergonomic, seating that can be used in collaborative or casual settings and specialty seating for specific vertical markets such as healthcare and education. • Our technology solutions support group collaboration by integrating furniture and technology. • Our interior architectural products include full and partial height walls and architectural pods. <p>The comprehensive Steelcase product portfolio includes:</p> <p>Seating</p> <ul style="list-style-type: none"> - Office Chairs - Guest Chairs + Stools - Collaborative Chairs - Lounge Seating - Healthcare Chairs - Sofas + Sleepers

Desks + Tables

- Desk Systems
- Desks
- Height-Adjustable Desks
- Benching
- Occasional Tables
- Conference + Classroom Tables

Storage

- Laterals + Pedestals
- Bookcases, Cabinets + Credenzas
- Bins + Shelves
- Carts
- Towers + Lockers
- Waste + Recycling

Integrated Technology

- Collaboration
- Workplace Optimization + Analytics
- Room Scheduling + Navigation
- Apps
- Acoustic Solutions

Architecture + Space Division

- Fences + Beams
- Modular Walls
- Pods
- Panels
- Screens
- Power + Flooring

Related Accessories

- Office Décor + Rugs
- Lighting
- Organizational Tools
- Computer Support
- Power + Cable Management
- Whiteboards + Podiums

Please see Additional Document T2.8 for more information, including product line descriptions. Please see Pricing Zip document titled Pricing and Product Specifications for full product details.

Services We and our Steelcase dealers also offer services designed to facilitate the full range of services are:

- Workplace strategy consulting
- Data-driven space measurement
- Finance and lease service
- Hosted event experiences.

The dealers for Sourcwell Members offer an extensive range of services, including, but not limited to:

- Furniture Project Management – management of all aspects of furniture project from inception through complete furniture installation. This service is normally included with new furniture orders.
- Interior Design Services – combine creative aesthetics with functional solutions to produce productive and comfortable environments in all interior spaces. This can include Customer's-Own-Material (COM) when desired by a Member.
- Space Planning Services – identify the client's key issues that set the parameters of the project for the purpose of space planning, encompassing the following:
 - CAD Space Planning Services – upon receipt of an approved CAD-based block plan from the architect or client, this service provides detailed drawings to be used for installation purposes.
 - Verification of Field Dimensions – this service confirms room dimensions shown on client-provided CAD drawings or plans, as compared with actual site conditions, and as it relates to furniture installation.
 - Furniture Specification Services – utilizes an automated specification tools to prepare furniture component list and costs.

- Installation Coordination Services – coordinates the logistical management of furniture installation, such as project management, installation of product, coordination of product arrival from manufacturer, verification of site conditions, logistical staging of product and enforcement of quality/safety/code standards (NOTE: Normal installation is typically included with new product to “room ready site conditions.”)
- Punch List Coordination Services – within this typical service is the identification of any discrepancies to complete furniture installation in compliance to furniture plan, including issuing punch list and updating punch list with resolution and completion.
- Post-Installation Evaluation – provide a team to audit a project for installation quality compliance.
- Transportation Coordination Services – typically ensures product delivery meets client requirements and site conditions. Included with these services are determination of appropriate vehicle type for project site, obtaining appropriate municipal clearances for parking, if necessary and coordination of delivery in compliance with property management requirements. Normal delivery is often included with purchase of new product.
- Studies to Reduce Costs – Steelcase dealers strive to reduce costs in products and services through the following activities: continual update of workstation typicals, utilization of existing products, value engineering when performance or function is not sacrificed and recommendations to avoid duplications of services/products.
- Alternative Office Design – is a planning service that includes analysis and related planning services as they relate to business results and facilities issues.
- Ergonomic Evaluation – basic ergonomic evaluation is available to provide recommendations for improved safety and ergonomics as they relate to furniture. This service might include providing product for evaluation on a limited basis or providing training on the usage of furniture as it relates to ergonomics.
- Furniture Disposition – provides coordination of the removal and liquidation of your surplus furniture through qualified furniture brokers.
- Furniture Rental – typically available at most dealerships in the event of project delays. Normally with furniture rentals, systems furniture installation is not included, nor is the subsequent dismantle and removal upon receipt of new product. Products that are strictly for rental purposes only (not associated with a new product purchase) are also available.
- Maintenance and Repair Services – qualified technicians provide maintenance and repair of all furniture products including non-warranty repair, parts supply and emergency repairs after-normal-business hours. These services are typically quoted on a per-project basis.
- Furniture Refurbishment – include re-fabrication and cut down of panels and worksurfaces, painting of all metal surfaces, refinishing or restoring wood, and cleaning and re-upholstery of seating products. Some dealers might also offer stain and fire protection services, professional wood refinishing and furniture repainting.
- Reconfiguration – optimize re-use of your furniture assets to meet changing work needs. This would include inventorying existing products; creating over/under balance to specify new product/parts requirements; dismantling and rebuilding existing products and applying new, existing, and/or stored products to implement furniture plan.
- Move Coordination – relocation services are coordinated with you, your contracted vendors, and the Steelcase dealer(s) and provide move strategy consultation, supply labels and workstation designation numbers, make available floor location map for movers, offer labor to implement small internal moves and manage large moves.
- In/Out – bringing furniture in or out of a warehouse or storage.
- Inventory / Asset Management – service typically includes full-service customer storage, inventory management, inventory-list maintenance, condition reports, and movement history. This could involve picking up, storing, repairing, inventorying, salvaging, and delivering products falling within the scope of this contract. Most dealers will use SnapTracker and/or bar coding as part of this service. The intention in using an Asset Management Contract is to promote the long-term efficiency of the Sourcewell contract by (among other things) extending the use and re-use of products. Asset Management Contracts cannot be created under this Contract unless they are executed within the authorized term of a contract resulting from this RFP. The actual term of the Asset Management Contract may, however, extend beyond the expiration date of this Contract.

		<ul style="list-style-type: none"> Electronic Ordering – with electronic ordering you can efficiently transmit orders, reports, invoices, etc., from your computer to your Steelcase dealers' computer. Educational Seminars – most Steelcase dealers will conduct seminars concerning end user personnel training in proper and safe use of furniture, business trends and their effects in the workplace, end user education in ergonomic support tools and instruction in furniture care and maintenance. Emergency Services – some dealers offer emergency services including keys locked in desk, electrical failures, broken chair mechanisms, and any condition threatening safety or productivity. 	
9	What are your company's expectations in the event of an award?	<p>In the event of an award, Steelcase's expectations are that Steelcase and Sourcewell would work closely to implement an aggressive go-to-market strategy for the new contract. Our Sourcewell contract has been central for Steelcase in SLED sector and we see significant potential to grow our business together in both the US and Canada.</p> <p>Steelcase and Sourcewell would conduct joint kick off meetings at Sourcewell in Staples, MN and/or Steelcase in Grand Rapids to launch the new contract to Steelcase and Steelcase dealer sales to increase enthusiasm, awareness and knowledge, coordinated with press releases the to the marketplace. In addition, regularly scheduled webinars would be put in place on an ongoing basis to continue to train and market our Sourcewell contract to the Steelcase and Steelcase dealer sales organization.</p> <p>Steelcase would continue to work to partner with other Sourcewell contract holders like National Cooperative Leasing and others in noncompeting segments to share ideas, collaborate, improve training and grow Sourcewell contract acceptance.</p> <p>Internally and externally, Steelcase will communicate the award utilizing our Steelcase intranet Village site and Steelcase social media as appropriate.</p> <p>We also expect we would establish a regular communication cadence for feedback and review on mutual contract progress and performance. The continuing goal is to provide superior total solutions and value to Sourcewell Members, promoting Membership while increasing contract utilization and growth.</p>	*
10	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>Steelcase is financially strong and a fiscally responsible company, with fiscal 2019 revenue of \$3.4 billion. Our global revenue enables us to have the financial security and resources to stay at the forefront of the industry and serve our customers with a high level of service and innovation.</p> <p>Please see Financial Strength and Stability T2.10 for more information, including our 2019 Annual Report and most recent SEC Filings.</p>	*
11	What is your US market share for the solutions that you are proposing?	Steelcase has the greatest global market share compared to other global market leaders that we've included as a graph in Additional Document T2.11. Steelcase is the global industry leader in scale and innovation. Additionally, based on our FY19 revenue, 72% of Steelcase's revenue was in the Americas.	*
12	What is your Canadian market share, if any?	Canada is included in our Americas market share, per our publicly reportable regions (Americas, EMEA, APAC, Other).	*
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	<p>As a 100+ year old industry leading company with global operations, Steelcase Inc. naturally gets involved in periodic legal proceedings including contract disputes and other claims arising from time to time in the normal course of business. Steelcase business practices have been sound throughout our existence, and we believe there is no past, current, or contemplated future situation that would have any material adverse effect on Steelcase's integrity, financial stability or reputation, or that should cause our customers concern regarding Steelcase's overall business practices or continuing ability to serve them.</p> <p>Please see Financial Strength and Stability T2.13 for the Dun and Bradstreet Report.</p>	*

<p>14</p>	<p>How is your organization best described: is it your written authorization to act as a distributor with your sales and service force and with you</p>	<p>Steelcase is a manufacturer. For over 100+ years, we've served the world's leading organizations and supported their workplace needs. We design for a wide variety of customer needs through a comprehensive portfolio of architecture, furniture, technology and services.</p> <p>Steelcase Account Management Kevin Loubert is the strategic and empowered single point-of-contact for Sourcewell and is accountable for the relationship Sourcewell Members hold with Steelcase. Kevin is responsible for the successful implementation and fulfillment of any resulting Sourcewell contract award and reports to Jeff Fredrickson, Director for Steelcase Government Solutions. Jeff works closely with Kevin to further enhance and promote the Sourcewell relationship. This continuity helps Steelcase maintain an emphasis on the contract requirements and bring management focus to the contract.</p> <p>Additionally, Kevin has access to a breadth of resources, tools, and teams to support Sourcewell Members and their business objectives working with local Steelcase sales and participating Steelcase dealers. Kevin Loubert and Jeff Frederickson are both Steelcase employees. Steelcase Distribution</p> <p>We operate through an extensive and experienced distribution network that allows us to deliver great experiences to our customers at both a local and global level. One of the main benefits of working with Steelcase is our reach and ease of doing business around the world. We offer the industry's most extensive manufacturing, sales, service and research footprint with:</p> <ul style="list-style-type: none"> • 13 manufacturing facilities across three continents (6 in the Americas) • 70 offices in over 37 countries • 750+ dealers over 800 locations worldwide (400 in US and Canada) <p>To serve our customers across North America and in several export markets, Steelcase has a network of 6 Americas manufacturing facilities. These plants operate in tandem with a network of seven regional distribution centers, or RDCs. All products are shipped from the plants to the RDCs, where they are consolidated into complete customer orders in preparation for delivery. Our RDC locations match up with the major population centers of the United States, while also giving us access to Canada and major cargo ports for our export markets.</p> <p>The majority of our manufacturing and distribution teams are Steelcase employees. Each Regional Distribution team has a third-party operated fleet that is dedicated to Steelcase loads and deliveries. The fleet drivers wear Steelcase uniforms and drive Steelcase branded vehicles.</p> <p>Authorized Dealer Network</p> <p>We make our products and services available through the largest, most experienced network of dealers in the industry. The Steelcase dealer network is comprised of 750+ dealers with over 800 locations around the world—400 of which are in the US and Canada. Steelcase dealers are committed to building long-term customer relationships, and they will serve as Sourcewell's local, first-point-of-contact for all product, service, and warranty questions and requests.</p> <p>Our dealers help us respond nimbly to the needs of our clients, and perform as a familiar, local partner. The Authorized Dealer Network is the standard operating procedure for Steelcase, and it's how we go to market. The Steelcase Dealer Network manages day-to-day relationship with our customers, and we rely on them to represent our family of brands and optimize the customer experience. They are held to a high level of quality and service, and will perform installation, warranty work, and other valuable services to Sourcewell Member's expectations.</p> <p>While Steelcase Authorized Dealers are not direct employees of Steelcase, they go through a thorough evaluation and vetting process to ensure alignment and market viability. Because of the personal nature of each dealer appointment and the importance of continuing successful customer relationships, Steelcase assesses each dealer candidate, including the principal owner(s) of the business, along with the proposed management team, before appointing an Authorized Steelcase Dealer.</p> <p>Any additional subcontracting would be performed according to your requirements. Subcontractors must pass a qualification process and sign a master services agreement agreeing to Steelcase standards for quality and service delivery.</p> <p>Please see Additional Document T2.14 for more information, including our global locations and complete dealer list.</p>
<p>15</p>	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that</p>	<p>Steelcase is subject to a variety of federal, state, local and foreign laws and regulations requiring registrations, licenses and certifications in pursuit of doing</p>

are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.

commerce and business in addition to many industry practices. We believe our operations are in substantial compliance with all.

Our products and operations carry a number of third-party verified certifications, reflecting our commitment to sustainability and dedication to delivering on our promises.

Global Standards + Reporting

- Carbon Disclosure Report
- Global Reporting Initiative Index (GRI)
- UN Global Compact

Americas

- BIFMA level certification program. As a partner in the development of the ANSI/BIFMA e3 furniture sustainability standard, we introduced the first level 3 certified product in the industry. Steelcase level certified products are accredited by third-party certifiers using a point-based system that spans social responsibility, energy use, materials selection and human and ecosystem health impacts. Currently, Steelcase has over 170 BIFMA level Certified products.
- Cradle to Cradle certification program. The Cradle to Cradle certification is an industry benchmark that we actively pursue to help designers and customers specify and purchase products to meet their sustainability goals. We offer more Cradle to Cradle Certified products than any other company in any industry globally. Currently, Steelcase has over 50 products certified under the Cradle to Cradle Certified Product Program.
- Forestry Stewardship Council Chain of Custody certification. Steelcase supports chain of custody programs as a way to ensure our customers receive wood from responsible sources. Our Wood Manufacturing Facility is FSC Chain of Custody certified to provide customers with FSC certified products.
- LEED certification program. We help customers leverage our product performance in the certification of their buildings through materials and resources, ergonomics, social equity in the supply chain, innovation in design, and low-emitting materials. Steelcase products can also contribute to WELL Building Standards (Air, Light, Fitness, Comfort, Nutrition, and Mind) and BREEAM (Indoor air quality, Acoustic performance, Environmental impact of materials, Responsible sourcing of materials, Material efficiency, and Waste management).
- SCS Indoor Advantage certification program. We pursue industry-independent, third-party testing and indoor air quality certification for many of our products and materials through the SCS Global Services' Indoor Advantage™ program. Currently, Steelcase has over 350 SCS Indoor Advantage certificates, which demonstrates compliance to ANSI/BIFMA criteria for low-emitting furniture, potential to provide credits toward the U.S. Green Building Council's LEED certification, and compliance to compliance to California 01350, ASHRAE 189.1, and CHPS Collaborative for High Performance Schools Criteria for furniture.
- Canadian Electrical Standards. When applicable and required, Steelcase products are tested according to Canadian product performance standards. Often this testing is performed by an accredited agency or testing laboratory. For electrical components, Underwriter's Laboratory is often utilized to certify that Steelcase product has been tested and met with Canadian agency approval. Steelcase product can then be marked as "c(UL)us LISTED." Canadian authorities accept this c(UL)us listing as equivalent to CSA (Canadian Standards Association) approval. Canadian standards also require all safety warning labeling to be bilingual (English and French). Steelcase product warning labels are, therefore, marked as such with warnings in both English and French.
- ISO Certifications. Steelcase performs internal audits to verify compliance with the requirements of our management systems and certifications that include ISO 9001, ISO 14001 and ISO 17025 as well as OHSAS 18001. All Steelcase-owned manufacturing operations around the world have ISO 14001 registered environmental management systems. This certification assures we have a systematic way of managing our impact and risk with methods that meet internationally accepted criteria.
- E-verify. U.S. law requires companies to employ only individuals who may legally work in the United States – either U.S. citizens, or foreign citizens who have the necessary authorization. This diverse workforce contributes greatly to the vibrancy and strength of our economy. Steelcase verifies its compliance with this U.S. law and has registered with and uses the federal work authorization program commonly known as E-Verify. Steelcase E-Verify Company ID Number # 7685.
- Sustainable Facilities. Steelcase is proud of our sustainability initiatives and certifications. A number of our facilities around the world hold environmental

		accomplishments and certifications. In North America those facilities include our Learning + Innovation Center, Wood Products plant, Kentwood West plant, and our Global Business Center.	
16	Provide all "Suspension or Disbarment" information that has applied to your organization during the past ten years.	As a company operating for over 100+ years, Steelcase Inc. has been involved in litigation, contract disputes, liens, and other claims from time to time in the course of business. Steelcase business practices have been sound throughout our existence, and we believe there is no current or historic situation that has any material adverse effect on Steelcase's integrity, financial stability or reputation, or that should cause our customers concern regarding Steelcase's overall business practices or continuing ability to serve them.	*
17	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Please see Additional Document T2.17 for a matrix of our offerings to meet Sourcewell Members requirements. We've included our subcategories in the response to T2.8 underneath each product category (office chairs, desks, lighting, etc.). A list of our services can also be found in question T2.8.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
18	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>2019</p> <ul style="list-style-type: none"> Ranked #1 in the Home Equipment and Furniture category on Fortune Magazine's 2019 "World's Most Admired Companies" annual list Placed 85th overall out of 300 top U.S. companies and 13th in the "Consumer Goods" sector in Newsweek's first "Most Responsible" list for our positive efforts in environmental stewardship, social impact and corporate governance SILQ received multiple design and innovation awards, including a Product Design Award in the prestigious Red Dot Awards Honored by the Women's Forum of New York for 30% of our board being made up of women Multiple industry awards at NeoCon, including Gold for Steelcase Flex and Steelcase Roam in their respective categories, Gold for Designtex Biophilia 2.0 in the Healthcare Fabrics category, and Silver for Metallic wallcoverings <p>2018</p> <ul style="list-style-type: none"> NeoCon Best in Competition and Best Large Showroom NeoCon Gold for our SILQ product and Best of NeoCon innovation award for our Mackinac product Fortune magazine's 2018 "World's Most Admired Companies," earning third rank in the Home Equipment and Furnishings industry sector Multinational finalist in the 2018 Circulars awards, an initiative of the World Economic Forum recognizing companies leading the way to a circular economy Included in the 2018 World's Most Admired Companies list by Fortune, earning third rank in the Home Equipment and Furnishings industry sector Multinational finalist in the 2018 Circulars awards, an initiative of the World Economic Forum recognizing companies leading the way to a circular economy Recognition as a Winning "W" Company by 2020 Women on Boards, a national campaign to increase the percentage of women on U.S. company boards to 20 percent or greater by the year 2020, for the seventh year in a row. A perfect 100 score in all categories on the Human Rights Campaign's 2018 Corporate Equality Index, the fourth consecutive year A top 30 position as one of the largest 100% Green Power Users in the U.S., according to the EPA's Green Power Partnership. Member of CE 100, The Ellen MacArthur Foundation Circular Economy 100 <p>2017</p> <ul style="list-style-type: none"> Clean Corporate Citizen (C3) designation from the Michigan Department of Environmental Quality Recognized by 2020 Women on Boards as a 2016 Winning 'W' Company for

		<p>the sixth consecutive year</p> <ul style="list-style-type: none"> • Human Rights Campaign Foundation – Corporate Equality Index 100% • Silver Bicycle Friendly Business award, from the League of American Bicyclists (2017 - 2021) • 2017 Analytics 50 honoree, a national recognition honoring organizations using analytics to solve business challenges, from Drexel University's LeBow College of business • 2016 Human Rights Campaign Foundation – Corporate Equality Index. 100% • Fortune magazine's 2016 "World's Most Admired Companies," named for the tenth time • 2016 Civic 50, honored by Points of Light as one of the 50 most community-minded companies in America • Goodwill of Greater Grand Rapids Collaborative Partner Award for Steelcase's assistance in the creation of Goodwill's new Workforce Development office • 2016 Best and Brightest Sustainable Companies in Michigan, honored by the Michigan Business & Professional Association • HR executive magazine, #34 in the top 50 companies most admired for HR: people management, innovation and management quality • 2015 Steelcase named to Fortune Magazine's Worlds Most Admired Companies list. Respondents rate their industry peers and competitors on nine criteria: innovation, people management, use of corporate assets, social responsibility, quality of management, long-term investment, financial soundness, quality of products and services and global competitiveness. Steelcase was the only office furniture company on the list. • Human Rights Campaign Foundation – Corporate Equality Index. 100% 	
19	What percentage of your sales are to the governmental sector in the past three years	Steelcase sales to federal government agencies was approximately 3% of our consolidated revenue for FY2017-2019.	*
20	What percentage of your sales are to the education sector in the past three years	No vertical market represented more than 14% of Steelcase revenue. Please see Additional Document T3.20 for more information about the Steelcase vertical markets from FY17-FY19.	*
21	List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>Our Sourcewell contract is our primary national cooperative contract Steelcase markets to state & local government entities, education, nonprofits, chosen as a national vehicle to maximize our effectiveness in reaching these entities.</p> <p>Other cooperative procurement contracts that Steelcase holds:</p> <ul style="list-style-type: none"> • Educational and Institutional Cooperative (E&I) • Vizient – Healthcare GPO • Intalere – Healthcare GPO • HPG – Healthcare GPO • ROI – Healthcare GPO • Premier – Healthcare GPO • Green Health Exchange – Healthcare GPO • NASPO Valuepoint • GSA Contract – Federal Government • BuyBoard • State contracts: AL, AK, AR, CT, FL, GA, HI, ID, KS, LA, MN, MS, MT, NV, NJ, NM, NY, NC, ND, OH, OR, PA, SC, TX, UT, WI 	*
22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Our Steelcase GSA contract is GS-27F-0014V. Steelcase also holds other federal government contracts as well. In fiscal year 2019, our sales to U.S. federal government agencies represented approximately 3% of our consolidated revenue which is consistent with fiscal years 2018 and 2017. \$3.4 billion in revenue in FY2019.	*

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible for Sourcewell membership.

Entity Name *	Contact Name *	Phone Number *	
Larimer County	Connie Gunter	970-498-5909	*
Tri-County Technology Center	Eric Randall	918-331-3249	*
County of San Diego	Mindy Ripley	619-806-7921	*
County of Albemarle	Sheila Hoopmann	434-975-9340	
Francis Tuttle Vocational Technical Center	Brenda Hoover	405-717-4248	

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Customer 1	Government	District of Columbia - DC	264 product lines	\$19,518	\$219,502,675	*
Customer 2	Education	California - CA	262 product lines	\$6,354	\$86,102,262	*
Customer 3	Government	BC - British Columbia	164 product lines	\$19,721	\$26,090,588	*
Customer 4	Education	New York - NY	201 product lines	\$11,414	\$21,913,976	*
Customer 5	Education	California - CA	197 product lines	\$11,056	\$19,214,910	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell Members across the US, and Canada if applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *

25	Sales force.	<p>Steelcase's sales force is a unified effort between Steelcase sales—both at the corporate and local levels—and our Authorized Dealer Network. While each Steelcase dealer maintains its own sales force, the Steelcase sales representatives complement the market and work closely together to bring our customers quality solutions and unparalleled service.</p> <p>Steelcase Sales Many Steelcase sales and support staff have a 'home base' in their local markets including over 375 salespeople. The Work</p> <ul style="list-style-type: none"> • Atlanta, Georgia • Boston, Massachusetts • Chicago, Illinois • Dallas, Texas • Los Angeles, California • Mexico City, Mexico • New York, New York • San Francisco, California • Toronto, Canada • Washington, D.C. <p>Additionally, our Global Business Center Headquarters is located in Grand Rapids, Michigan and has over 2,200 employees whose roles cross a variety of functions, including providing support to the sales field and dealers. Our Business Center in Monterrey, Mexico will also have teams that support Sourcewell Members.</p> <p>Leading our sales efforts through a newly awarded contract would be Kevin Loubert. He will serve as the primary point of contact for Sourcewell and accountability for Steelcase. Kevin has responsibility for the successful implementation and fulfillment of any resulting Sourcewell contract, if awarded. He reports to Jeff Fredrickson, the Director for Steelcase Government Solutions. Jeff works closely with Kevin to further enhance and promote Sourcewell and provide service to Sourcewell Members. This continuity has helped Steelcase maintain an emphasis on the contract requirements and bring management focus to the contract with Sourcewell.</p> <p>In addition, any resulting Sourcewell award and contract would have the support of Jean-Marie Murphy, Vice President, leading our East Business Group as well as our government business segments. Jean-Marie has a solid history at Steelcase in sales as well as leadership of our Channel Development group. The combination of Jean-Marie's Sales and Channel experience, as well as her strong relationships in key markets make her a great fit to help us grow our volume with Sourcewell Members. Jean-Marie will be an advocate of an awarded cooperative contract agreement with Sourcewell and bring Steelcase support where needed to leverage the contract to serve Sourcewell Members.</p> <p>Each Steelcase dealer maintains its own sales force who work closely with Steelcase sales representatives throughout the selling process. The attention of our Steelcase sales force is fully focused on selling the entire Steelcase Inc. portfolio and Partner products being offered in this Sourcewell RFP proposal response. Here are a few additional facts about the sales support provided to Sourcewell and Sourcewell Members.</p> <ul style="list-style-type: none"> • We serve North American customers mainly through approximately 400+ Steelcase dealer sales locations • We serve our dealers and customers with 375+ sales personnel in the U.S. and Canada which include sales representatives, sales management and sales support • Both Steelcase and our dealers have specific sales representatives assigned to Sourcewell Member sectors as well as specialized workplace consultants in the higher education and healthcare segments <p>All Steelcase sales representatives and support personnel are employed by Steelcase and the dealer personnel are the employees of our independently owned authorized dealerships. However, the sales and service employees at Steelcase and our dealerships work to create a seamless experience for our customers.</p> <p>Please see Additional Document T6.25 for more information, including the Steelcase team supporting Sourcewell.</p>
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<p>26</p>	<p>Dealer network or other distribution methods.</p>	<p>The Steelcase Authorized Dealer Network is comprised of 400 dealer locations throughout North America and Canada. These local dealer teams have the capabilities and experience to execute large, complex projects consistently, within budget, and on-time. Our dealers provide the local point of contact and significant scalability to respond to large and important projects for Steelcase. Our dealers offer local knowledge, skilled labor, workplace installation, regional asset management, and other services that may include providing audio-visual technology, floor coverings, ceilings and more to satisfy customer projects and high expectations.</p> <p>Steelcase is responsible for providing insights based, high quality, and innovative products to our dealers to meet the evolving needs of our customers and Sourcewell Members. Steelcase gives Sourcewell Members local, national, and international representation via our dealer network with over 800 locations worldwide – the industry’s strongest network of its kind. Each dealership utilizes its own sales and services force – supported closely by Steelcase – to provide Members with the specific services they require. As experienced business owners, dealers recognize that they can only be successful by fully meeting or exceeding their customers’ needs. To that end, they are committed to providing Sourcewell Members exemplary service in their local marketplace.</p> <p>The relationship we have with our dealers is extremely unique—instead of signed agreements we have trusted long term relationships with our dealers and treat them as business partners. In fact, many of our largest dealers have been partners with Steelcase for more than twenty years. Because of the personal nature of each dealer selection and the importance of continuing successful customer relationships, Steelcase thoroughly assesses each candidate, including the principal owner(s) of the business and proposed management team, before appointed an Authorized Steelcase Dealer.</p> <p>Once appointed to be part of our Authorized Dealer Program, Steelcase monitors performance throughout the year and dealers must meet annual performance goals in order to maintain their accreditation. We hold our dealers to a high level of quality and exceptional performance and will utilize all of our resources to ensure customer needs are met. Steelcase management conducts annual formal sessions with dealer management to identify any training or resource needs.</p> <p>Steelcase also awards dealers as Platinum Partners when they stand out for exceptional service and extraordinary results. Steelcase grants this status to dealers that strongly engage with Steelcase, customers, and the community to deliver exceptional value.</p> <p>While Kevin Loubert, Jeff Fredrickson and Jean-Marie Murphy provide the key leadership and management of our Sourcewell contract, Steelcase is proactively focused with our regional sales management teams, our 375+ Steelcase sales representatives and with our authorized Steelcase dealers on the Sourcewell Membership.</p> <p>It has been a privilege for Steelcase and Steelcase dealers to work with Sourcewell and its Members delivering products and services. Our hope is to continue this level of support and service for Sourcewell by earning a new contract award.</p> <p>Please see Additional Document T6.14 to access dealer locations.</p>
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27	Service force.	<p>Over 400 Steelcase dealer locations—with approximately 5,300 dealer sales, sales management, installers and support staff located throughout North America—serve as our customers' local, first-point-of-contact for all product, service, and warranty questions and requests. As experienced business owners, dealers recognize that they can only be successful by fully meeting or exceeding their customers' needs. A significant percentage of the products sold by Steelcase dealers are the Steelcase and partner products being offered in this Sourcewell RFP proposal response. Most of our Steelcase dealer sales force attention is focused on selling the entire Steelcase Inc. portfolio and partner products we are proposing. They are committed to providing their customers exemplary service and to building long-term relationships with them.</p> <p>To support our dealers in their customer service efforts, each dealer has dedicated Customer Service Representatives in the Order Fulfillment Team at Steelcase. In addition to their dedicated representatives, dealers and Sourcewell Members have access to a variety of Steelcase customer service experts by calling 1-888-STEELCASE. This toll-free number serves as the single point of contact for all dealer questions and to reach experts in:</p> <ul style="list-style-type: none"> • Billing Services • Distribution • Network Orders • Sales Services • Service Parts • Problems, Complaints, and Warranty Issues <p>To further ensure that their customers have a positive experience:</p> <ul style="list-style-type: none"> • In-house experts receive specialized training from Steelcase (workplace consultants, designers, order entry, project management and installers) For example, there are approximately 1,700 dealer installers and on average, Steelcase provides additional training to more than 400 installers a year. If a Sourcewell Member did have their own installers, they could have access to Steelcase training, however, every third party must be sponsored by a dealer or Steelcase. We have provided examples of some of the courses Steelcase conducts in Additional Document T8.36. • Documented project processes are in place to address every step from solution development to final installation • Steelcase also provides easy online access to our product installation instructions 24/7 here: www.steelcase.com/installers/ <p>Ensuring A Smooth Process</p> <p>This is an example of the order process Steelcase dealer customer service representative employ. They use our Hedberg Data Systems, a fully owned subsidiary of Steelcase, which is tightly integrated with Steelcase's business systems. Hedberg ensures a streamlined order process and virtually eliminates order errors. Through EDI transactions Hedberg provides a constant, audited flow of your information. With this system, Sourcewell Members can:</p> <ul style="list-style-type: none"> • Receive electronic quotes, orders, invoices, and reports • Assign required delivery dates • Add special delivery requirements • Apply color coding if needed • Include tagging, etc. • Send the order to Steelcase via EDI. <p>Steelcase receives EDI orders Monday through Friday from 7:45am until 11:45pm, and Saturday at 6:45pm. Once Steelcase received the order in SAP, your representative will review the order to ensure your needs have been met. Additionally, your dealer will receive an acknowledgement via EDI the same time. Real time status of the order can be viewed via Web Tracks.</p>
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28	<p>Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.</p>	<p>Between your servicing Steelcase dealer(s) and Steelcase Account team, Sourcewell Members will have access to a wide breadth of teams and resources to meet your needs—all of whom will apply a high level of customer service. Response times vary depending on scope of issue, yet Steelcase and your dealer will work quickly and efficiently towards a prompt resolution. An example of customer service teams and processes are listed below:</p> <p>Steelcase Order Fulfillment Team (OFT). Steelcase dealers have dedicated customer service representative teams based out of Business Center Headquarters in Grand Rapids, Michigan. The OFT links Steelcase and dealers to provide Members timely order and delivery information, keep Members up to date on project status and provide value-added services to make sure project requirements are met.</p> <p>Customer Service Availability. Most Steelcase teams are available from 8am-5pm Monday through Friday. Kevin Loubert, the Sourcewell Account Manager can delegate issues/tasks to Steelcase or dealer team Members to ensure your needs are met quickly and efficiently, even outside of normal business hours. Once an order has been processed, the dealer will follow up with Steelcase to ensure purchase orders have been received and there are no questions or delays. The dealer will update any status reports, monitor lead times and ship dates, and identify any potential problems with deliveries.</p> <p>Additional responsibilities include:</p> <ul style="list-style-type: none"> • Prepare quotations, provide information to set up new vendors, and place orders and ensure accuracy—all in our operating system, Hedberg • Track order, contact vendor as necessary to obtain ship dates • Verify order acknowledgements from vendors • Prepare status reports • Schedule delivery and installation with our operations team • Coordinate truck schedule with the manufacturer • Resolve processing of Completion Report orders in a timely fashion. <p>Warranty Claims. In the event that you receive a Steelcase product that is freight damaged, malfunctions or requires warranty service, Steelcase has a plan in place to make sure issues are resolved quickly and to your satisfaction. To place a service request, first call the selling participating Steelcase dealer. The Member servicing dealer will evaluate the defect and the product's manufacturing date to determine warranty coverage under Steelcase Warranty Policy. The issue will be explained in detail to the OFT representative by the servicing dealer and they will submit a request for a replacement product and/or part, if necessary. Steelcase will provide the servicing dealer with the product or replacement part, and the servicing dealer will deliver and install it swiftly and at no charge to the Member.</p> <p>Issue Escalation. All significant issues are directed to the manufacturing location or distribution center from where the issue originated. The in-plant teams work to conduct investigations and drive root cause corrective actions to eliminate issues from occurring again in the future. Plants produce monthly reports on their top contributing complaints and the corrective action project plans to address the issues.</p> <p>There are three levels of escalation to address issues of varying complexities:</p> <ul style="list-style-type: none"> • Level 1: Quality Solutions Team handles roughly 85% of quality claim data • Level 2: Customer Satisfaction Leaders who are experts on plant process handles the next 10% of volume • Level 3: Field Quality Project Managers handle the most difficult 5% of claims, often in need of traveling to site to understand issues and troubleshoot. • Each level handles increasingly more difficult claims, with level one being the easiest and level three the hardest. Sourcewell Account Manager, Kevin Loubert, will step in to navigate and rectify any issues that are not resolved by the three-level escalation process. <p>Ongoing Quality Assurance. To closely monitor our quality initiatives, Steelcase has a management tool that integrates each area of the company and shows how processes are impacting one another. This tool, called the Steelcase Lean Management System allows us to see where we're going and monitor all operating functions to ensure everything is running smoothly. Management watches performance indicators regularly to ensure that Steelcase's reputation as a quality manufacturer remains intact.</p> <p>Our quality system tracks several key, customer-centered metrics:</p> <ul style="list-style-type: none"> • Defective parts per million and splits parts per million • Perfect orders delivered on time • Response to customer complaints • Ability to say yes to requested delivery dates.
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29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Steelcase and our dealers have been serving ALL geographic areas and Sourcewell market segments of the United States and expanded into Canada over the past five years. We are eager to continue serving all geographic areas and plan to continue to develop new strategies to grow our reach with this proposed contract to Sourcewell Members in the United States and Canada.	*
30	Identify any Sourcewell Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Please see our response to T6. 29. Steelcase will offer and promote an awarded contract of comprehensive solutions to all Sourcewell Member segments and Sourcewell defined verticals.	*
31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	<p>All shipments to Alaska and Hawaii (and the US Islands if and when they become a viable option to be included) will be shipped F.O.B. factory; freight prepaid, and allowed to port of embarkation. Steelcase reserves the right to select shipping method and the port of embarkation. All charges beyond the point of embarkation are to be quoted by and payable to the dealer.</p> <p>For Alaska and Hawaii (in the United States), additional freight charges apply and will be quoted upon request. For deliveries in Alaska and Hawaii (in the United States) and the Northwest Territories, Nunavut and Yukon (in Canada), a service charge equal to five percent (5%) of list price shall be assessed for Orders up to \$200,000 list price. The service charge for orders above \$200,000 list price shall be negotiated.</p> <p>Remote Location(s) Installation & Service: Any location outside of a 25-mile radius of the Steelcase dealer's location(s) are considered remote. Upon request, the dealer would provide a NOT TO EXCEED estimate with respects to travel, per diem, lodging and equipment rental, if needed, at the time of project quotation. Member would pay ACTUAL invoice of these items upon verification of the fees. For the Northwest Territories, Nunavut and Yukon (in Canada), additional freight charges apply and will be quoted upon request.</p>	*

Table 7: Marketing Plan

Line Item	Question	Response *
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<p>32</p>	<p>Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.</p>	<p>Should Steelcase be fortunate enough to receive a Sourcewell award, we would immediately take the following steps over the first ninety (90) days to proactively launch our agreement:</p> <ul style="list-style-type: none"> • Develop a comprehensive launch package for Steelcase dealers that includes a Sourcewell overview including key positioning points, Sourcewell-Steelcase agreement highlights, pricing overview, Sourcewell Membership information, and a detailed Participation Letter which must be signed and returned to Steelcase prior to being added to the Agreement as a Steelcase Subcontractor/authorized participating dealer. • Communicate broadly to Steelcase dealers via our intranet regarding the scope/availability of the Sourcewell-Steelcase agreement. • Host webinars with Steelcase Dealers and Sourcewell representatives to review the agreement, terms, Membership specifics, Sourcewell marketing/sales support, and key targets by region. • Establish a regular cadence of communication between Steelcase POC and Sourcewell Contract Administrator to include frequency of business reviews, protocols for communication engagement between Sourcewell, Steelcase, and Steelcase dealers, and guidance for issue resolution. • Work collaboratively with Sourcewell to craft and release press release statements regarding our new agreement and who can utilize this agreement moving forward. • Post summary information of the Sourcewell-Steelcase relationship on our public website. Complete agreement information including pricing, terms, Member information, and dealer Participation Letters will be loaded to our Steelcase Village intranet site. • Work proactively with Sourcewell to craft relevant co-branded marketing materials that elaborate on the nature of our relationship, the scope of our agreement, and the process by which clients may procure Steelcase solutions through the Sourcewell-Steelcase agreement. • Steelcase will continue to regularly attend national, regional, and supplier-specific trade shows and expos on an annual basis to grow awareness and business in the SLED segment. • We will work collaboratively with Sourcewell to develop relevant promotion materials that will help both Steelcase and dealer sales representatives best position Sourcewell and the value of the Sourcewell-Steelcase agreement to prospective clients in the sectors Sourcewell serves. • Steelcase will create a Sourcewell specific page on our Village intranet site which contains all the items listed above. For confidentiality purposes, we will not post these items on our public Steelcase.com site where competitors may freely view them. Steelcase will provide Sourcewell with multiple layers of communication touch-points during our post-award kick-off meeting. Anything pertaining to the Sourcewell agreement will be directed to our agreement owner, Kevin Loubert. Project-specific questions from sector clients would first be directed to one of our local participating Steelcase dealers. Should there be a need for further escalation, Kevin Loubert would be the next point of contact. • Steelcase will work collaboratively with Sourcewell post-award to develop a list of priority accounts/opportunities based on the current Sourcewell Membership list. We will also follow-up on all leads provided by Sourcewell in a timely way. Steelcase has many branded sales materials, all Steelcase brochures, cut-sheets, and technical specification documents with which we market and promote our offering to these sectors. A few of those are attached and most are available electronically, 24/7 via www.steelcase.com. <p>Please see Marketing Plan/Samples T7.32 for more information, including the Value of Steelcase Cooperative Purchasing, state and local government capabilities, and Active Learning space insights and applications.</p>
<p>33</p>	<p>Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.</p>	<p>Steelcase utilizes multiple technology and digital platforms to market our comprehensive offering to all market segments. The specific state and local government homepage on our public site provides valuable information to prospective customers looking for furniture solutions and Sourcewell. Similarly, the "Steelcase Village" intranet site provides even more specific information to our Steelcase and dealer sales force, giving them tools they need to serve our Sourcewell sector customers using the Sourcewell contract. Marketing a new Sourcewell national contract, should we be awarded, would include using the "Steelcase family of brands" social media accounts, to provide the broadest possible reach. These platforms allow us to learn, collaborate and share broadly to a growing audience using technology as a primary source of information.</p> <p>Steelcase North America</p> <ul style="list-style-type: none"> • Facebook: It's the largest social media platform in the world with over 2.4 billion

users.

- Twitter: The microblog news flash of our digital lives that keeps us connected in 140 characters or less creates a forum for discussion.
- Pinterest: Pinterest is one of the fastest growing social media networks posting images of design inspiration, global office trends or other useful knowledge.
- Instagram: Instagram is a quick and easy way to snap an instant memory. #Steelcase helps leading organizations – in business, healthcare and education – create the places that can unlock the promise of their people.
- Steelcase TV on YouTube: We have some great video clips on YouTube that are worth promoting, and our Sourcewell contract would be a great addition. They are short, well-made and are statistically more likely to be watched than a brochure is to be read.
- LinkedIn: It's replaced the business card rolodex as the dominant tool for professional networking, and it will improve networking opportunities among current and prospective Sourcewell Members.

All of our social media accounts can be found by searching 'Steelcase' in the respective mediums. Please note that our YouTube account is under Steelcase TV.

Steelcase Education – reaching the education audience

- Steelcase Education Facebook - Search Steelcase Education
- Steelcase EDU on Twitter - Search SteelcaseEDU
- Steelcase Education Playlist – YouTube - Search Steelcase Education
- Education Insights & Ideas on Pinterest – Accessible via pinterest.com/steelcase/education-insights-ideas/

Coalesse – reaching the ancillary spaces audience

- Coalesse Facebook – Search Coalesse
- Coalesse Twitter - Search Coalesse
- Coalesse Pinterest: Link - Accessible via pinterest.com/coalesse/
- Coalesse Instagram - Search Coalesse
- Coalesse YouTube - Search Coalesse Furniture
- Coalesse LinkedIn – Accessible via linkedin.com/company/232502

Turnstone – reaching the ancillary spaces audience

- Turnstone Facebook - Search Turnstone
- Turnstone Twitter - Search My Turnstone
- Turnstone Pinterest - Accessible via pinterest.com/myturnstone/
- Turnstone Instagram - Search My Turnstone
- My Turnstone YouTube - Accessible via tv.myturnstone.com/
- Turnstone LinkedIn - Accessible via linkedin.com/company/1537474

Polyvision

- Polyvision Facebook - Search Polyvision Corp
- Polyvision Twitter - Search Polyvision
- Polyvision Pinterest – Accessible via pinterest.com/steelcase/
- Polyvision LinkedIn - Accessible via linkedin.com/company/polyvision/

It is no longer enough to simply market to just the end consumer; it has become increasingly important to market to both current and potential Sourcewell Members and influencers in many platform areas. Social media engages with a variety of influencers and can strategically help us connect with them. In addition, Steelcase works with our Steelcase dealers to assist in their marketing efforts and extend reach.

Our Steelcase Co-Marketing program aims to help dealer partners use and share the Steelcase brand and story in local markets, while supporting access to customers to relevant experiences, touchpoints and support materials.

Steelcase helps dealers in reaching your customers and influencers in a convenient way that informs and inspires. Each quarter, dealers can take advantage of compelling information they are able to share with audiences – from workplace research and insights, to product news, thought-provoking podcasts and articles and more. Steelcase provide articles and visuals for each dealer to build an eNewsletter on whatever platform they choose (Constant Contact, HubSpot, Mail Chimp, etc).

Steelcase Dealer Social Media: The Dealer Social Media program aims to help dealers grow their online following, connect with customers and other key audiences to share relevant information.

Dealer Digital Transformation includes the implementation of these important technology initiatives:

		<ul style="list-style-type: none"> • Reinvention of the Hedberg System to a modern, cloud-based platform focused on core functionality • Creation of a website for customers to get quote and order status and subscribe to receive notifications when updates occur • Development of an integration platform (Dealer Connect) to tie critical dealer business technologies together at the data level
34	<p>In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?</p>	<p>Sourcewell's role is to continue to demonstrate the highest level of integrity, business practices, and ethics with their Members and vendors, growing Membership while providing best in value solutions to their contract users. We would see Sourcewell working collaboratively with Steelcase to provide the highest level of service to Members to grow contract awareness and utilization via marketing materials, tools, social media, training, trade show participation and direct Member contact.</p>

35	<p>Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.</p>	<p>Steelcase dealers work on a common business platform called Hedberg Business Management System, wholly owned by a subsidiary of Steelcase. This system supports the entire sales, planning, order management, receiving, warehousing and financial management life cycle.</p> <p>Through Hedberg, Steelcase Authorized Dealers can:</p> <ul style="list-style-type: none"> • Create a direct link between the designers' drawing and the corresponding quote • Automate and manage all discount levels supplied to Sourcewell • Color code sections of the order to efficiently manage the staging of a project while maintaining a tight projects schedule • Convert the quote into an electronic order that connects directly to the manufacturing process • Manage all deficiency reorders and track metrics to measure performance. <p>The Hedberg system also allows Steelcase Authorized Dealers to electronically and proactively manage product lead times by individual product. The lead time for every item is provided—based on the actual order at the manufacturing facility—and can be run many times throughout the quote and post-order stages. This ensures we properly align any reservation dates and logistical requirements regarding the quote, such as overall cubage and delivery groupings.</p> <p>The Hedberg platform would require a single enablement for each Member. Steelcase is responsible for the software development, hosting, implementation management, and all technical aspects of site setup, configuration, integration, and testing. Dealers are responsible for local content definition and management of catalogs plus additional content/customization in support of each Member.</p> <p>Steelcase also offers our eBusiness web-based solution to simplify the furniture procurement process. eBusiness enables Sourcewell Members to more effectively manage a range of facility management tasks through a customizable portal. Since it is integrated with our business and inventory solutions, Members will find options to easily collaborate with teams, simplify purchasing, monitor performance, and manage inventory.</p> <p>With eBusiness, we have found that our customers:</p> <ul style="list-style-type: none"> • Save valuable time through easy access and management of information • Visualize solutions quickly and create effective workspaces • Streamline the product and service purchase process—saving time and money • Improve and simplify the management of furniture assets. <p>We are continuously improving our technology and how we support our customers. Recently we expanded and built upon our current customer platform to create Steelcase Exchange. This platform is designed to bring the consumer experience of on-line shopping platforms to our business customers.</p> <p>Steelcase Exchange enhances the experience for both Sourcewell's employees and program managers in the following ways:</p> <ul style="list-style-type: none"> • Easily accessibility from a link within your intranet site • Streamlined self-registration • Automated password reminders for reduced administration • Rich information to increase understanding about product and process, which will lead to making transactions with greater confidence • Efficient checkout and secure credit card handling • Shopper friendly order confirmations, status, and transaction receipts <p>The Steelcase Exchange platform has been integrated with customers using Ariba, BuySpeed, eMars, Lawson, CGI Advantage, Coupa, Exostar, Jaggaer, Oracle, Peoplesoft, Prodigio, SAP, Tyler Munis, VITG, Workday, as well as custom cXML and OCI Based systems.</p> <p>Please see Marketing Plan/Samples T7.35 for more information, including eProcurement and eBusiness capabilities.</p>
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Table 8: Value-Added Attributes

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcwell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Steelcase and our dealer network provide a variety of training and educational programs for Sourcwell Members. We've included a list of examples below and are happy to discuss more opportunities with Sourcwell. Costs for dealer services may vary depending on scope and nature of agreement.</p> <p>Move-in Experience. Steelcase and our dealers want Sourcwell Members to feel comfortable and excited about their new space. We can offer assistance through the pre-move, move, and post-move processes with a variety of tools to contribute to a successful move-in experience. Tools can include a pre-move calendar, move booklets, signage templates, move and post-move product demonstrations, and access to web-based instructional videos. Costs are dependent on the servicing dealer agreement and the level of move-in engagement. Please note that if the move-in experience is part of an Applied Research + Consulting engagement, it is not subject to additional fees.</p> <p>Educational Seminars. Most Steelcase dealers will conduct seminars about proper and safe use of furniture for end-users. Additional educational topics could include business trends and their effects in the workplace, end-user education in ergonomic support tools, and instruction in furniture care and maintenance. These seminars are subject to an added cost and can be determined prior to any purchase.</p> <p>Training Videos. Steelcase can provide Sourcwell Members with online instructional videos that demonstrate how to adjust your new furniture and use all settings and features appropriately. Training collateral, such as videos, are included as part of your purchase.</p> <p>Cleaning and Care. Steelcase provides cleaning instructions that can support a wide range of protocols depending on the environment our products are located, such as an office, hospital, or education facility. Our high-performance materials support cleaning protocols with bleach, viox, and other hospital grade disinfectants.</p> <p>Ergonomic + Wellbeing Training. Steelcase has an in-house, board certified professional ergonomist—along with a number of field specialists and sales support personnel—who can provide hands-on training to assist employees with the proper use of ergonomic products.</p> <p>Our Ergonomist and Wellbeing Consultants can provide insights and services related to:</p> <ul style="list-style-type: none"> • Ergonomic science and the conditions for physical, cognitive, and emotional wellbeing • Workplace solutions that contribute to a comfortable environment • Applications designed to promote worker wellbeing, engagement, and productivity • Proper use of solutions, including positioning of monitor supports, how to correctly adjust and use specific task chairs, and the importance of changing posture during the workday • Ergonomic and wellbeing training are subject to an additional cost and can be determined prior to purchase. <p>Dealer Training. Steelcase offers exclusive training opportunities to dealer personnel and dealer-sponsored participants through Steelcase University. Courses include: Systems & Component Installation Training which is focused on sequential systems installation; Sales and Design Installation Training where participants learn how to properly install all Steelcase products and how to perform warranty and reconfiguration work in the field; and Lead Installer Training where participants learn to be better leaders through managing capital, building teams, coordinating projects, understanding building codes, reading prints, and training other installers. Our dealers are required to maintain certain standards in order to be considered a Steelcase Authorized Dealer and to work with our customers. Sourcwell Members are not expected to provide payment or reimbursement for dealer training.</p> <p>Please see Additional Document T8.36 for more information, including lead installer training.</p>

37	Describe any technological advances that your proposed products or services offer.	<p>At Steelcase, we believe a thoughtfully designed ecosystem of interconnected and interdependent spaces supports employee wellbeing, provides a range of destinations and technologies, and enables and encourages the ways people create. When designing these workspaces, we focus on people, place, choice + control and technology.</p> <p>Steelcase has an entire suite of products that focuses on technology tools that support both employee productivity and workplace performance. This suite is called Smart + Connected and it provides our customers with digital wayfinding, room scheduling, smart collaboration, and workplace analytics. Some technologically advanced and integrated products we offer include:</p> <ul style="list-style-type: none"> • The Steelcase Rise app elevates the height adjustable experience. It brings personal presets to any desk with an Active Touch controller, provides subtle reminders to change posture and tracks activity toward wellbeing goals. • media:scape brings together people, space and information. This integrated tool boosts collaboration and allows participants to access and share digital information equally, quickly, and seamlessly. • Flex Mobile Power is a portable and lightweight charger designed and developed in collaboration with Anker, a global leader in charging technology. It is the first of its kind enterprise-level mobile power solution for the workplace. This latest innovation combines deep knowledge of how work and the workplace is changing from Steelcase with Anker's expertise around the future of consumer technology and charging devices. • Steelcase Workplace Advisor Subscription is an integrated system of embedded sensors that provides use trends over time for collaborative spaces. Armed with this kind of information, organizations and their design partners can make decisions about how to use their valuable real estate based on real data. It empowers our customers to measure the effectiveness of the workplace, and improve it based on easy-to-understand, actionable data accessible through an online dashboard. • Steelcase Workplace Advisor Study includes the Steelcase installation temporary sensors. This study provides decision-making assistance prior to a major capital investment or can help • Steelcase and Microsoft have also been working together since 2017 to explore how a thoughtfully-designed ecosystem of places and devices can support the new ways teams and individuals are working. <p>We're excited to collaborate, learn about unique work environments, and integrate real, measurable data into the best solution for Sourcewell Members.</p> <p>Please see Additional Document T8.37 for more information, including examples of Smart + Connected ecosystems.</p>
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<p>38</p>	<p>Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.</p>	<p>Steelcase continuously identifies ways to reduce material inputs and finds alternative end-of-use stewardship are through the products we create, the ways we operate, and the investments we</p> <p>Some areas we focus on include:</p> <ul style="list-style-type: none"> • Ensuring Material Health: As a leader in our industry, our materials chemistry practice assesses materials to understand their potential impacts on human and environmental health. We've assessed over 1,800 materials and are actively working with our supply chain to phase out materials of concern, developing suitable alternatives where they may not yet exist. • Optimizing Product Life Cycles: Steelcase measures a product's impact on the environment and human health at every phase to uncover opportunities to improve. We design products for circularity by avoiding and eliminating materials of concern, optimizing performance throughout the life cycle and for remaking, recovery, and end of life strategies. • Environmental Footprint Reductions: Since 2001, Steelcase's public goals are aimed at reducing our global environmental footprint. Thanks to teams of dedicated employees and our ISO 14001 Environmental Management System, we've made great strides in significantly reducing our VOC emissions, energy use, water consumption and waste output. • End-of-Use and Recycling Programs. Steelcase offers a variety of end-of-use asset redeployment solutions, such as: selling surplus assets in the secondary market through our extensive broker network; matching surplus assets with non-profit organizations; reclaiming value from assets that have reached their 'end-of-life' through recycling to best environmental practices; and composting/incinerating assets that have reached their 'end-of-life' as an alternative to landfill disposal when items do not have other viable means of redeployment. • Investing in our Local Environments: We work closely with community organizations to extend their offerings and further their impact. By focusing on initiatives that benefit our local environments—including partnering with schools to develop sustainability curriculum—we work to develop the next generation of scientists equipped to study and solve for the biggest design challenges facing our human and environmental ecosystems today. • Investing in Renewable Energy: We're investing in renewable energy equivalent to 100% of our global electricity consumption. We've also executed a 12-year VPPA for 25 megawatts of wind power, making up nearly half of Steelcase's renewable energy purchases and directly supporting the construction of a new clean energy facility and local jobs. • Environmental Footprint Reductions: Since 2001, Steelcase has had public goals aimed at reducing our global environmental footprint. We've made great strides in significantly reducing our VOC emissions, energy use, water consumption and waste output. • Sustainable Procurement Strategies: Helping our customers to succeed in their businesses and meet their sustainability goals is a driving force at Steelcase. We believe that providing the best solutions for our customers begins by ensuring they're the best solutions for our environment. That's why every step of the way – through design, manufacturing, delivery and product lifecycle – we consider the impact of our work on people and on the environment and uncover opportunities to make things better. <p>Please see Additional Document T8.38 for more information, including our Corporate Sustainability Report.</p>
<p>39</p>	<p>Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.</p>	<p>Steelcase products and materials are certified to several third-party standards including:</p> <ul style="list-style-type: none"> • BIFMA level® • Cradle to Cradle® • Forestry Stewardship Council (FSC) Certification • SCS Indoor Advantage™ • LEED certification • U.S. EPA Green Power Partnership <p>Additionally, Steelcase has:</p> <ul style="list-style-type: none"> • Over 45 Environmental Product Declarations • Evaluated over 1,800 materials in our product portfolio against more than 20 human and environmental health indicators • Designed for circularity which further optimizes performance throughout the life cycle and for remaking, recovery, and end of life strategies.

40	<p>Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.</p>	<p>While Steelcase is not a certified as WMBE, SBE, or veteran owned, we are committed to diverse channels around the world and our Supplier Diversity program has been in place since 1991. Our Supplier Diversity vision is to grow, develop, and retain our diverse businesses by creating the best supplier diversity program that surpasses the requirements of our industry and customers. We focus on promoting the growth and development of minority-owned, women-owned, service veteran-owned as well as service-disabled veteran-owned businesses and HUBzone in the United States by integrating them into our procurement process.</p> <p>We participate in trade shows, conferences, networking events, customer showcases and meetings of associations representing diverse businesses to share information and best practices. We hold regular supplier conferences to exchange best practices. We work with our suppliers to monitor and grow performance through a system of common metrics on a daily, weekly, monthly, and quarterly basis.</p> <p>In order to seek out and utilize diverse suppliers, Steelcase engages with a variety of organizations and maintain relationships with diverse business associations, as well as small business associations, including National Minority Supplier Development Council, Michigan Minority Supplier Development Council, Michigan Chamber of Commerce, Michigan Manufacturers Association, The Right Place, Inforum Michigan, Business Leaders for Michigan, The Grand Rapids Area Chamber of Commerce, and National Veteran-Owned Business Association.</p> <p>Please see WMBE/NBE/SBE or Related Certificates T8.40 for more information, including our Diversity Supplier Spend.</p>
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<p>41</p>	<p>What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?</p>	<p>One of the reasons our customers choose to do business with Steelcase is because they trust us. They trust our ability to translate research into workplace insights, perform at a consistently elevated level, develop products that meet evolving workplace needs, leverage our team to deliver great experiences and our willingness to assess ourselves critically for improvement opportunities.</p> <p>We are focused on creating a great experience for Sourcewell Members wherever work happens. We leverage our knowledge in the industry to grow and learn alongside our customers. By learning from our customers—what they value, what their pain points are, how they view the workplace—we can create a truly customized workspace that inspire and engage.</p> <p>Listed below are just a few ways Steelcase helps people perform better at work and why Sourcewell Members can trust Steelcase as a partner:</p> <p>Commitment to Research. Steelcase invests heavily in research, design and developmental activities to better understand the needs of individuals, teams, and organizations. Our global research is a combination of user observations, feedback sessions and sophisticated analyses. To expand and deepen our understanding of how people work, we maintain collaborative relationships with external world-class innovators, including leading universities, think tanks and knowledge leaders. These relationships and insights help us develop social, spatial and informational insights into work effectiveness for our customers.</p> <p>New Products + Enhancements. Our dedication to innovation and research is reflected in the ever-evolving intelligent design of our products and philosophies. Our portfolio continues to grow as we find new ways to support and positively impact the workplace. This investment has accelerated in the last two years, with over 80 new products, enhancements, and extensions added to our portfolio just last year. Some of our new product offerings include simpler workstations, ancillary and informal areas, and innovative products at a broader range of price points.</p> <p>Ancillary Spaces. Our journey in the ancillary market spans several decades. Over the years, we have designed our own products to fill and augment the in-between spaces throughout a workplace. We've also developed brands like Coalesse and Turnstone to response to growing ancillary needs. In the past few years we've established partnerships with other companies to increase the breadth of our offering, and we've acquired companies like Orangebox, Smith System, and AMQ to further enhance our portfolio.</p> <p>Continuing Education. Our Continuing Education Units (CEUs) are focused around our active learning principles, how universities can increase student engagement, and discovering ways to add value as it relates to space and applications. Developed for the architecture and design community—including firms and internal staff—CEUs can also benefit educators who are interested in active learning research. These courses are conducted in-person by a Steelcase employee who has achieved certification through a mandatory course and a mastery test.</p> <p>Applied Research + Consulting. Through a team of experienced of consultants, ARC brings deep knowledge to our customers and delivers benefits that typically include alignment of the workspace strategy, business strategy and desired behaviors; validation of how people work and interact with others—and their work environment; a co-created, integrated solution that supports the business direction; development of higher performing solutions; and employee and leadership buy-in for the proposed solution</p> <p>Workplace Tools + Resources. Through a combination of asking, observing, and creating experiences to bring a deeper understanding of the explicit, tacit, and latent needs to be uncovered. WT+R can host discovery exercises and collaborative situation workshops with Sourcewell Members that focus on understanding workplace issues of your organization and user needs. They also offer concept reviews of applications that help our customers to visualize the ways Steelcase products can support specific workplace needs in place, posture, and control.</p> <p>For Sourcewell Members. With our research and insights about the workplace, we are able to deliver solutions that address real workplace challenges for Sourcewell Members. Through our combination of acquisitions, partnerships and internal product development, we have broadened our market and can provide Sourcewell Members greater choice and a supportive work experience.</p> <p>Please see Additional Document T8.41 for more information, including new product enhancements and an overview of our Applied Research + Consulting team.</p>
<p>42</p>	<p>Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.</p>	<p>Steelcase has the capacity, capability and willingness to service all provinces, local municipalities and any other qualifying Sourcewell Members in Canada, as long as the laws and statues allow for such a cooperative contract to be used by Sourcewell Member entities. As the largest furniture provider in the world, Steelcase offers the same extensive coverage in Canada as we do in the U.S. through our Steelcase sales force and authorized dealer network.</p>

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
43	Do your warranties cover all products, parts, and labor?	The Steelcase Limited Lifetime Warranty provides consistent coverage for both parts and labor for Steelcase products. Please see Warranty Information T9.43 for more information, including Steelcase warranty and the warranties for our partners.
44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	The Steelcase warranty prorates warranty coverage regardless of shift usage. Steelcase doesn't limit warranty coverage to single shift only—and we offer 24/7 coverage. Please see Warranty Information T9.43 for our partner warranties and information regarding usage for their products.
45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	In the Americas, Steelcase and our Dealers do not charge customers for labor or associated expenses. Steelcase reimburses the Dealer for travel and labor expenses. Steelcase will pass along any warranty with respect to Partner Products.
46	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?	Certified technicians are available in all regions across the Americas and Canada. If a Sourcewell Member receives a Steelcase product that is freight damaged, malfunctions or requires warranty service, Steelcase has a plan in place for warranty service. To place a service request: 1. Call the servicing Steelcase dealer. 2. The servicing dealer will evaluate the defect and the product's manufacturing date to determine if it's covered under Steelcase Warranty Policy. The dealer will then contact Steelcase and explain the issue to the Order Fulfillment Team representative. 3. The servicing dealer submits a request for replacement product and/or parts to the Order Fulfillment Team representative. (Products, such as pneumatics cylinders, controls, lock cylinders, fasteners, hardware, screws, etc., are carried in service vehicles, so that any defects in these can be taken care of during one service call.) 4. Steelcase will provide the dealer with the product or replacement part. 5. The dealer will deliver and install the new product or part swiftly and at no charge to Sourcewell.
47	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	The Steelcase Warranty does not cover other manufacturers' products. Steelcase shall pass along any warranty it receives with respect to other manufacturers' branded products, including Bolia, Emu, Carl Hansen, FLOS, Mitchell Gold + Bob Williams and others.
48	What are your proposed exchange and return programs and policies?	All Steelcase products are manufactured to your specifications and, therefore, are not subject to return. Non-conforming products will be repaired or replaced at no charge to you. A product is considered non-conforming if it is defective or if it fails to comply with information published in the Steelcase Specification Guide or your purchase order. Replacement orders for nonconforming products are processed immediately, and Steelcase expedites the shipment of replacement items to the location you specify.
49	Describe any service contract options for the items included in your proposal.	Please see our list of services in T2.8.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
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50	What are your payment terms (e.g., net 10, net 30)?	<p>The payment terms in place with our current Sourcewell/Steelcase contract will be extended to any new contract. The current agreement indicates:</p> <p>Invoicing and Terms of Payment. Invoices, inclusive of applicable sales or use taxes and/or surcharges will be issued by Dealer upon delivery of the Products/Services and will be paid within ten (10) days from the date of invoice. For Large Orders (as defined in Exhibit O), Members will be invoiced 40% at time of order placement, 50% at delivery and the 10% balance upon completion of installation. A service charge of 1 ½% per month (18% per annum) may be added to invoiced unpaid as of the due date. If partial delivery of an order is made, Member will make payment for products delivered and services provided. Dealer will invoice Member for shortages or replacement upon delivery of those items.</p>
51	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	<p>Yes, Steelcase Financial Services offers flexible and convenient financing and leasing alternatives to schools, government entities and other Sourcewell Members.</p> <p>Whether you are optimizing your cash flow, looking at your organization's complete strategy to create an interconnected workplace, or trying to figure out a way to best utilize your budget, Steelcase Financial Services can help.</p> <p>Our Financial Services team has flexible lease and financing options to meet your needs. You can plan to own the products or you can use the products now and decide later on whether you want to purchase or return them. We can also provide information on topics such as tax implications, trends, as well as an analysis of tactics like lease vs. buy.</p> <p>We offer flexible and convenient financing alternatives that let you create an inspiring workplace while conserving capital, preserving bank lines and reducing tax liabilities. We can offer Sourcewell members a variety of financing options, including capital leases, operating leases & short term leases.</p> <p>Wholly owned by Steelcase Inc., Steelcase Financial Services is the office furniture industry's only captive finance company. Steelcase Financial Services offers flexible financing and lease options to achieve unique customer goals. All of our plans come with advantages such as:</p> <ul style="list-style-type: none"> • Fixed rates – your payment remains the same throughout the term. • Soft costs – we can include costs for design, delivery, and installation. • Easy add-ons – you can easily add product to your Steelcase Financial Master Lease. • Customized invoicing – you'll have a dedicated team that can customize your invoicing/billing by location, cost center, floor, etc. • Account access – account information online 24/7 that includes payment history summary, remaining payments, contract terms, invoices, and more. <p>Some valuable benefits our customers find in Steelcase Financial Services are:</p> <ul style="list-style-type: none"> • Conserving capital • Avoiding capital budget restraints • Protecting credit lines • Managing balance sheet • Gaining tax benefits • Maximizing purchasing power • Increasing flexibility • Workplace sustainability <p>If you're looking to refresh your space or have the option for leasing, Steelcase Financial Services can fulfill those needs from two of their most popular options:</p> <p>Fair Market Value Lease</p>

		<p>At the end of the lease term, purchase products for fair market value, renew the lease or return products to Steelcase Financial Services because you are either done using them or you are going to refresh your space with all new products.</p> <ul style="list-style-type: none"> Lease payment may be able to be deducted by lessee May qualify for off-balance sheet, operating lease treatment for reporting purposes Lower payment compared to a \$1 Buy Out Lease <p>\$1 Buy Out Lease This popular ownership options includes: Depreciated be claimed by lessee</p> <ul style="list-style-type: none"> Interest portion of lease payment may be able to be deducted by lessee At the end of the lease term, purchase the products for \$1.00 <p>Steelcase also offers two furniture Membership models allowing for more frequent change of furniture to refresh your workplace: altSpace and Membership.</p> <p>altSpace is a Space-as-a-service solution in partnership with LiquidSpace. This model is a turnkey workplace solution for teams of 20-500+ employees. It bundles real estate, furniture, and technology through simple, monthly terms. altSpace also combines the privacy and personalization of a traditional office with the flexibility of a coworking space.</p> <p>Membership is a furniture-as-a-service solution and allows clients to subscribe to a number of furniture settings featuring the entire Steelcase Portfolio. With Membership, clients will find the option to change out 25% of subscribed settings every year for any reason. Once the initial design/installation fee is paid, the monthly subscription fee covers all subsequent charges. Additional terms and conditions include:</p> <ul style="list-style-type: none"> Term: 3-year minimum Renewal: Steelcase and client will evaluate whether this works for both sides Refresh: Option to refresh settings quarterly, and up to 25% of all subscribed settings annually Cost to join: Initiation fee covers design + initial install Ongoing cost: One all-inclusive monthly Membership fee Purchase option: Option to purchase anytime. Pricing to be negotiated based on Membership length and furniture type. <p>In addition, Steelcase makes Steelcase dealers aware of additional financing options available to Sourcwell Members via another Sourcwell competitively bid and awarded contract from National Cooperative Leasing. There is no ownership, common ownership, or control between Steelcase and National Cooperative Leasing.</p> <p>Please see Additional Document T10.51 for more information, including our financing and leasing options.</p>
52	<p>Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcwell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcwell Members' purchase orders.</p>	<p>When Sourcwell Members are ready to place an order for Steelcase products, their Steelcase participating dealer will accept and enter the order as the seller using their Hedberg Data System. Hedberg is integrated with Steelcase's business systems through EDI transactions that provide a constant, audited flow of your information. Through this system we provide you with electronic quotes, orders, invoices, reports, and more.</p> <p>Member shall initiate orders by sending to Steelcase Participating Dealer a written or EDI purchase order ("Order") containing the minimum required information listed below:</p> <ul style="list-style-type: none"> Member's order reference number. Sourcwell Steelcase contract #

- Sourcewell Member #
- Designation of products (e.g., style number) and/or services covered by the order
- Designation of surface materials
- Quantity ordered
- Price
- Requested delivery date
- "Ship to" address including contact name, dock information, etc.
- Billing address for invoices
- Any special shipping or handling requirements
- For Worktool products, specify "ship complete" unless split shipments are acceptable

Steelcase participating dealers and Steelcase will use their best efforts to comply with delivery dates requested by Member on orders. For large orders (see below for definition), Steelcase recommends that Members provide as much notice as possible to Steelcase participating dealer in advance of the order to reserve manufacturing capacity. Steelcase participating dealer shall acknowledge receipt of each order to Member, noting the acknowledged Steelcase ship and scheduled local delivery dates.

Member has the right to change or cancel any order by delivering written notice to Steelcase participating dealer. Except as otherwise provided herein, any such change or cancellation shall be without charge prior to Steelcase's commencement of production of such order. If production has begun (including the ordering of parts and materials), a charge may be applied up to the full invoice amount of the order. In determining applicable charges for change or cancellation, each request shall be reviewed on an individual basis taking into consideration the complexity and the scheduled ship date. Steelcase participating dealer and Steelcase will endeavor to minimize any charges to Member as a result of a request for change or cancellation and will use commercially reasonable efforts to accommodate Member's requests for changes.

There is no guarantee that production schedules will be available to match requested changes. Steelcase shall identify any applicable charges at the time the change/cancellation request is received by Steelcase; and Member shall, at that time, determine if it wishes to proceed with such change/cancellation. No such charge shall exceed the invoice amount of the changed/cancelled portion of the order plus any Steelcase participating dealer-related costs (e.g., design) if applicable. In no event shall the change/cancellation charge(s) include any penalties to Member. The following are not subject to change or cancellation without charge once the order has been received by Steelcase: Special Products, Products using Customer's Own Material ("COM"), Partner Products, quick ship orders, Turnstone and service parts, Large Orders* imported Coalesce.

Large Order – One quantity of Products to be shipped at one time to one location with a minimum list price value of:

- Steelcase Products (other than exceptions below).. USD 500,000 or equivalent
- Coalesce..... USD 75,000 or equivalent
- Turnstone, Steelcase Health..... USD 150,000 or equivalent

Changes and cancellations of Architectural Solutions products may be made, yet may result in additional charges and/or schedule adjustments after order has been placed with Steelcase or after shop drawings have been approved. Additional charges and schedule impact will vary depending on the complexity of the change and schedule impact. All questions relating to change order or cancellation must be made with your Steelcase participating dealer who will contact the project manager and the Steelcase on your order. Steelcase provides participating Steelcase dealers with an operation Playbook with instructional order procedures regarding Sourcewell Members orders.

Steelcase utilizes a participating facilities designation, loading and recognition procedure to verify compliance in recognizing and reporting for our Sourcewell contract. This acts as a formalized process reconcile our sales with the Sourcewell Membership list.

		<p>Also, orders processed by Members with our dealers are to have the Sourcewell contract number noted and dealers are to then use quotes specific to Sourcewell, which ensures Members get the correct contract pricing.</p> <p>The Membership list provided by Sourcewell and our automated reporting system is the basis of how we designate, load and recognize Sourcewell sales. We download the Membership roster from Sourcewell's website and convert this into a usable file that can link to our internal reporting system, quotes, and unique site IDs each Member has.</p> <p>Our internal reporting team uses the converted file to match Members to the Sourcewell master quote and any quotes that are linked to the Sourcewell agreement through bilateral agreements and letters of commitment. The Sourcewell master quote and linked quotes are unique numbers that provide as accuracy to insure Sourcewell sales are recognized by Steelcase. So, any Member electing to purchase through the Sourcewell agreement receives pricing from an authorized participating Steelcase dealer who must use Sourcewell quote numbers to complete Member transactions.</p> <p>In addition, our reporting system deploys a matching algorithm which automatically matches member sites (every member as a unique site ID) to Sourcewell sales through our authorized participating dealers. In the event that we do find that an error was made and eligible sales were not reported, we will reconcile and report those eligible sales in the next reporting cycle and pay any associated fees, consistent with our agreement and our values and business practices.</p> <p>Please see Additional Document T10.52 for more information, including our order fulfillment process, order change and cancellation policy, Steelcase Playbook, and a list of Steelcase Authorized Dealers in the US and Canada.</p>
53	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?	Steelcase dealers take orders and process payment on this contract and a P- card may be negotiated between Member and Participating Dealer.

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
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54	<p>Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.</p>	<p>Our pricing response is a “catalog discount by product category.” This model is one in which product line discounts are provided and those discounts are used as a percentage off list pricing drop ship. List pricing for all parts and unit numbers for the products lines on the discount schedule are included in published Product Catalogs, which is submitted as a Price List PL190 with this proposal. The Member’s total cost of acquisition is the drop ship product pricing and any services quoted.</p> <p>The proposal pricing submitted is based on our current Steelcase price list, PL190 which is in effect today. If awarded, we would propose to be on the current price list when announced nationally as it becomes effective. All the proposed product line discounts would remain the same.</p> <p>The discounts shown are based on drop ship delivery to the customer’s designated location. Exceptions include Alaska and Hawaii (in the United States) and the Northwest Territories, Nunavut and Yukon (in Canada), where additional freight charges apply and will be quoted upon request. Installation and other services are available from participating dealers per the rates submitted, subject to the terms and conditions in the attached discount schedule.</p> <p>Please see Pricing zip file for more information, including our pricing proposal.</p>
55	<p>Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.</p>	<p>As mentioned above in T11.54, our product pricing response will be a “catalog discount by product category.” In order to provide the best pricing, we have provided product line discounts as a percentage off list drop ship, pricing by individual product line and balance of line categories for those products that are not listed individually or as exceptions and we have included Service Parts. For the products listed, our overall discount range is drop ship off our published list price and Service Parts at 35% off. The discount range by product line and services are shown in our pricing proposal found in the Pricing zip file.</p>
56	<p>Describe any quantity or volume discounts or rebate programs that you offer.</p>	<p>Please see our discount schedule with tiered discounting levels that will provide a higher discount for large orders. Steelcase product category purchases as defined, may be combined to reach higher tiers and better discount on individual purchases. Complete terms and conditions related to this method of volume discounting are located on the discount schedule provided as part of our pricing proposal found in the Pricing zip file.</p> <p>Please note there are tiers of pricing noted for virtually all product line categories, meaning Sourcwell Members can negotiate better discounting than what is provided in the 3rd tier where appropriate.</p> <p>The proposed product discounting established by the Sourcwell discount schedule provided (in Pricing zip file) is also “ceiling pricing,” meaning prices may be reduced to allow for volume considerations and to meet the specific and unique needs of a Sourcwell Member. At no time may the proposed products/services be offered pursuant to this contract at prices above the ceiling price without approval by Sourcwell.</p>

57	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	<p>Our method for facilitating “Sourced Equipment/Products and/or related Services” solutions as defined by the RFP document is to ensure that the Steelcase/Sourcwell contract includes as many Steelcase Inc. and partner product categories as possible. This alleviates the number of times in which a proposed solution includes products that are not listed on the existing Sourcwell contract. This simple strategy has served Sourcwell Members well over the past contracts. If and when, new products or related services become available during the term of the contract, Steelcase will submit a request for approval to add those items per the Sourcwell process and appropriate form(s).</p> <p>Additionally, there may be instances where a Member may need “Open Market Items” not on the Sourcwell contract. If the Open Market Items further provides a complete comprehensive solution to the Member, it may be quoted and sold along with the contract items/services to complete the PO. The dealer may supply a quote to include such Member request with the Open Market Item listed as such on a separate line item. No admin fee will be paid on Open Market items and Open Market Items will not be included in any reporting. Open Market Items are not to be quoted separately and associated with this contract.</p>	*
58	Identify any element of the total cost of acquisition that is NO pre- delivery inspection, installation, set up, mandatory training	<p>The “total cost of acquisition” is as stated in the proposed Sourcwell Discounting Schedule for products and related services provided as part of our response to question T11.54: Our pricing response is a “catalog discount by product category.” This model is one in which product line discounts are provided and those discounts are used as a percentage off list pricing drop ship. List pricing for all parts and unit numbers for the products lines on the discount schedule are included in published Product Catalogs, which is submitted as a Price List PL190 with this proposal. The Member’s total cost of acquisition is the drop ship product pricing and any services quoted.</p> <p>Over the past five years, Steelcase has provided a turnkey and complete furniture solution to all Sourcwell Members based on their specific situations. The structure of our offering is flexible so that our dealers can provide the best value and best solutions to meet their individual needs.</p> <p>The discounting structure is set up as a ceiling price on the product only on drop ship basis yet allows participating dealers to facilitate discussions about the scope of services at the best price. This flexibility, based on determining the scope of labor and services required, allows Steelcase dealers to provide the services appropriate to each Member and each project in providing a complete project with a total acquisition price.</p> <p>This method of providing complete solutions for each Sourcwell Member has proven to be very effective. With millions worth of business being sold through the contract in the past five years, we have not received any Member complaints related to a customer not receiving the value and the total cost expected. This speaks volumes on the success of the model in place as Sourcwell Member satisfaction is ultimately the best measure of our success with the contract.</p>	*
59	If freight, delivery, or shipping is an additional cost to the Sourcwell Member, describe in detail the complete freight, shipping, and delivery program.	<p>Deliveries from Dealer to Sourcwell Members shall be FOB, Sourcwell Members Designated Location for Orders within the United States, and FCA, Sourcwell Members Designated Location for Orders outside of the United States. Exceptions include Alaska, Hawaii, the Northwest Territories, Nunavut and Yukon, where additional freight charges apply and will be quoted upon request. For deliveries in Alaska, a service charge equal to five percent (5%) of list price shall be assessed to Sourcwell for Orders up to \$200,000 list price. The service charge for Orders above \$200,000 list price shall be negotiated.</p>	*
60	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<p>All shipments to Alaska and Hawaii and the US Islands are shipped FCA factory; freight prepaid, and allowed to port of embarkation. Steelcase reserves the right to select shipping method and the port of embarkation. All charges beyond the point of embarkation are collect. For Alaska and Hawaii (in the United States) and the Northwest Territories, Nunavut and Yukon (in Canada), additional freight charges apply and will be quoted upon request.</p>	*

61	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<p>Our global distribution network is unmatched in the industry. Our strategically designed network of manufacturing facilities, regional distribution centers (RDC) and business centers work together for the good of the customer through improved quality, cost, consistency and speed to market. For the US and Canada we utilize these optimally located RDCs.</p> <p>Distribution Centers 1. Grand Rapids, Michigan, U.S. 2. Hazleton, Pennsylvania, U.S. 3. Atlanta, Georgia, U.S. 4. Desoto, Texas, U.S. 5. Rancho Cucamonga, California, U.S. 6. Puyallup, Washington, U.S. 7. Aurora, Colorado, U.S.</p> <p>Our delivery routes cover more than 64 million miles each year, that's 250,000 each day, delivering to over 78,000 unique addresses around the globe.</p> <p>We strategically locate our regional distribution centers close to high density population areas, mostly where our customers are, so our routes are shorter which supports meeting our customers needs with high quality, on time deliveries. This results in over 150,000 Steelcase products delivered to our customers each day. This capability enables us to meet Sourcwell Member demands.</p> <p>Our agility within our data driven industrial model allows us to adjust so you don't have to. We're not perfect yet our network delivers complete shipments to our customers 99.93% of the time. Our global network and capabilities help us meet your needs and take care of the details at the same time. We believe we do this better than anyone.</p> <p>At Steelcase we care about the details. We focus on predicting, identifying and solving problems before they happen. Coupled with an intelligently architected global distribution network, nobody takes care of the details like Steelcase does.</p> <p>Here's a list of items we manage every day to help ensure we're taking care of the things that could impact you.</p> <ul style="list-style-type: none"> • Weather Tracking • Traffic Analysis • Webcam Observation • News & Events Monitoring • Social Media Monitoring • Change Order Adaptability • Collaborative Problem Solving • Dynamic Routing • Predictive Delivery Reporting • Data Driven Decision Making <p>Please see Additional Document T11.61 for more information, including a video of our distribution and global logistics capabilities.</p>
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Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
62	d. other than what the Proposer typically offers (please describe).	The pricing offered to Sourcwell is comparable to those offered to any other similarly situated GPO customer of Steelcase's, based on similar conditions such as timeframe, commitment/intent to purchase, product mix, delivery requirements, volume and service levels.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
63	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	<p>Steelcase utilizes a participating facilities designation, loading and recognition procedure to verify compliance in recognizing and reporting for our Sourcewell contract. This acts as a formalized process reconcile our sales with the current Sourcewell Membership list from the Sourcewell website. Also, orders processed by Members with participating Steelcase dealers are to have the Sourcewell contract number noted and dealers utilize competitive discount authorization quotes specific to Sourcewell, which ensures Members get the correct contract pricing.</p> <p>The Membership list provided by Sourcewell and our automated reporting system is the basis of how we designate, load and recognize Sourcewell product sales. We download the Membership roster from the Sourcewell website quarterly and convert this into a usable file linked to our internal reporting system, quotes, and unique site IDs for each Member.</p> <p>Our internal reporting team uses the converted file to match Members to the Sourcewell master and any related quotes to the Sourcewell agreement through bilateral agreements and letters of commitment. The Sourcewell master quote and linked quotes are unique numbers that provide as accuracy to insure Sourcewell sales are recognized by Steelcase. So, any Member electing to purchase through the Sourcewell agreement receives pricing from an authorized participating Steelcase dealer who must use the Sourcewell quote number to complete Member transactions.</p> <p>In addition, our reporting system deploys a matching algorithm which automatically matches Member sites (every Member as a unique site ID) to Sourcewell sales through our authorized participating dealers. In the event that we do find that an error was made and eligible sales were not reported, we will notify Sourcewell, reconcile and report those eligible sales in the next reporting cycle and pay any associated fees, consistent with our agreement and our values and business practices previously mentioned and listed below.</p> <p>At Steelcase, our core values are to:</p> <ul style="list-style-type: none"> * Act with integrity. * Tell the truth. * Keep commitments. * Treat people with dignity and respect. * Promote positive relationships. * Protect the environment. * Excel.
64	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	The current Steelcase Sourcewell contract stipulates a 1% administrative fee payable to Sourcewell on a quarterly basis on contract product purchases. We propose the fee on the new contract be calculated at the existing 1% percentage on contract product purchases upon award of the contract payable to Sourcewell for facilitating, managing and promoting the Sourcewell contract.

Table 14: Industry Specific Questions

Line Item	Question	Response *
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<p>65</p>	<p>If you are awarded a contract, provide examples of internal metrics that will be tracked to measure whether you are having success with the contract.</p>	<p>Sourcwell is an important key account at Steelcase, and Steelcase/Sourcwell success volume— as</p> <p>In order to report on usage numbers, deliver new insights and innovations, and discuss any topics of concern, we will engage a variety of reports and reviews to measure the success of—and hold Steelcase and our dealers accountable for—our relationship with Sourcwell Members.</p> <p>We propose to hold regular meetings with Sourcwell Members to discuss the above topics, and any additional discussions around what is working, what didn't work, and any lessons learned.</p> <p>These meetings can take form in the following ways:</p> <ul style="list-style-type: none"> • Annual Business Reviews — A chance to review the past year's activities and plan for the coming year in person, we'll look contract volume, market segments, areas for process improvement, discuss recent product introductions and research, and conclude with a learning session on a mutually agreed upon topics. • Quarterly Business Reviews — During these meetings with key workplace stakeholders, we'll touchbase on project activities and proactively address any open issues. If there are any issues or concerns with dealer or Steelcase performance, we can discuss in detail here and approach potential ideas for improvement.
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<p>66</p>	<p>Describe any industry testing procedures, quality controls and certifications that apply to the products proposed.</p>	<p>Steelcase products have long been recognized for their enduring quality. Part of the reason is that every one of our products is designed according to predetermined standards of manufacturability. These standards are developed by a multi-disciplinary team consisting of individuals from product development, manufacturing, quality assurance and manufacturing engineering. Along with having quality standards for manufacturing products, we maintain guidelines for testing, inspecting, and deliver products.</p> <p>Manufacturing</p> <p>Product quality inspections are conducted throughout the manufacturing process, such as:</p> <ul style="list-style-type: none"> • Quality Acceptance Standards • Product Packaging Shipping Performance • Employee Qualification/Training • Vision Testing and Color Judgement • Purchase Part Release/Classification • Non-cyclical Standard Work • Process Qualification • Special Process Paint <p>Steelcase has also implemented an Enterprise Excellence Assessment Program based on the Shingo Model for Operational Excellence that focuses on principles, behaviors and effectiveness in our journey to develop a culture focused on lean and continuous improvement.</p> <p>Testing + Certifications</p> <p>Steelcase performs internal audits to verify compliance with the requirements of our management systems and certifications that include ISO 9001, ISO 14001 and ISO 17025. All Steelcase-owned manufacturing operations around the world have ISO 14001 registered environmental management systems. This means our environmental management systems meet the requirements of the International Organization for Standardization and assures we have a systematic way of managing our impact and risk with methods that meet internationally accepted criteria.</p> <p>All Steelcase brand products are developed and tested to meet or exceed ANSI (American National Standards Institute) and BIFMA (The Business and Institutional Furniture Manufacturer's Association) and all applicable Underwriters Laboratories (UL) requirements.</p> <p>We provide a set of internal product performance standards far more stringent than those required by outside parties. For example, because we require that our products meet a variety of deflection requirements, we take measurements that aren't required by either ANSI or BIFMA. While BIFMA has 22 desk-testing procedures, Steelcase tests in over 120 ways to address corrosion, fade, stain, stability, safety, durability, functionality, ergonomics, environmental exposure, shipping/vibration and more.</p> <p>Order + Delivery</p> <p>Our approach to order fulfillment and project execution process is focused extensively on quality and risk mitigation. Before an order is sent to Steelcase, your dealer uses an audit process to provide a final check to all specification by a senior designer. Once audited, orders are sent electronically from the dealer to Steelcase, and each order is verified and acknowledged within 48 hours. Final prices and delivery dates are established and communicated to the team immediately. The Hedberg system also allows your dealer to manage product lead times electronically and proactively by individual product. Orders are not shipped unless they are of the finest quality and built to customer specifications.</p> <p>We also utilize a LASER (Lean After Ship Experience Rationalization) system for dealers to submit post-delivery issues and bring swift resolution to damage claims and other post-delivery issues.</p>
<p>67</p>	<p>Describe your ability and plan to address member needs for collaborative space or open concept solutions and how your proposed products factor in to them.</p>	<p>Steelcase takes a holistic approach when designing workplaces. We consider people's sustained wellbeing which requires ergonomic support and comfort, eliminates distractions, inspires and rejuvenates, and makes people feel better while they're at work. By creating a workplace that brings together people, place and technology, organizations can give people choice and control over where and how they work — something that correlates directly with high workplace engagement and satisfaction.</p> <p>Our products and workspace applications give employees new ways to facilitate conversation and support different ways of working throughout the day. Our proposed products integrate and enhance collaborative spaces through:</p> <ul style="list-style-type: none"> • Flexible kit of parts. The design and functionality of our products offer a distinct

advantage to futureproofing and provides the built-in flexibility to grow and evolve as a Member's company does.

- Consistent design language. The wide range of aesthetic options ensures integration into any environment—while optimizing real estate.
- Continuous improvements. Steelcase continues to enhance the features and capabilities of our products to ensure compatibility across product generations and changing workplace needs. As technology and user needs evolve, our products evolve, too. The investment our customers make serves them well because this solution grows alongside them, and all enhancements are backward compatible.

With our robust product portfolio and streamlined kit of parts, we can support a variety of workplace strategies, including collaborative spaces and open concept. And, when people are put at the core of the workplace, the open plan doesn't have to be a source of frustration. It can be a tool to help people and teams thrive.

When designing a collaborative, open, and resilient workplace for Sourcewell Members, we would consider the intentional combination of five spatial zones to accommodate and anticipate changing organization and employee needs. Those zones are:

- Nomadic - A destination for mobile workers to connect with others or find an appropriate space to focus. Products in this zone could be our Brody WorkLounge, which allows for shielded privacy in an open space, or FrameOne benching that meets varied and fast-changing requirements.
- Resident - Assigned spaces for workers to complete everyday tasks. Products in this zone could be our Migration and Ology Height-Adjustable Tables or a variety of our ergonomic task chairs.
- Resource – A convenient central location where Worktools and shared materials are available to everyone. Products in this zone could be our Universal Storage System or the Flex Mobile Cart to allow easily accessible storage and access to our suite of Worktools.
- Meeting – A variety of settings to support different forms of collaboration. Products in this zone could be media:scape that integrates technology and furniture to bring people together, or B-Free which creates spaces where people can easily connect and collaborate.
- Social – A comfortable area to socialize, rejuvenate, informally collaborate, focus and seek nourishment. Products in this zone could be our Campfire Lounge System or LessThanFive Chair.

In order to create spaces that are informal and inspiring, yet that also allow real work to get done, Members need to carefully consider design, materiality and performance. We offer more choices to help Members achieve the design aesthetic wanted. Our broad portfolio of brands and partners include over 1,000 products and endless options to fit different aesthetics, postures and price points.

And, because of our scale and experience, Steelcase can deliver:

- Product performance through our industry leading quality and warranty
- Operational performance with our streamlined specification, delivery and installation, and on-time performance in the US, Canada, and globally
- Application performance by taking into consideration privacy, postures, proximities, personality, productivity, and psychological comfort

At Steelcase, we employ user-based research to drive innovation in areas like these related to work, learning and collaborative spaces. We've studied many of these spaces to figure out what people and organizations need, and what works and doesn't work. It has to be the right combination of design, materiality and performance, so these settings aren't just nice to look at; they're hard working, too. And with our scale and fulfillment capabilities, working with us saves Members time and money.

Steelcase can help Sourcewell Members adapt to an open concept solution, and we're prepared to design a workplace that integrates people, place and technology with a focus on design, materiality, and performance. We've invested in and launched more new and enhanced product offerings to provide choices for informal areas, simpler open areas, and more collaborative spaces. We've also established product partnerships with other companies to further increase the breadth of our product offering on contract to Members for these spaces.

		<p>To help simplify and manage all of these options, we've introduced Steelcase Marketplace. This tool helps aggregate all the products from the Steelcase family of brands, as well as Steelcase partner products, into one searchable tool. Steelcase Marketplace allows users to look for a specific product quickly and simply—and gives designers and Members more control over their choices.</p> <p>While the unique needs of each Member organization may differ, we recommend designing for wellbeing and creating an ecosystem of spaces to enable organizational resiliency. We are eager to connect with each Sourcewell Member to determine, design, and implement the best solutions for their workplace goals.</p> <p>Please see Additional Document T14.67 for more information, including a link to access Steelcase Marketplace and our research around collaborative spaces.</p>
68	Describe your design resources to develop or enhance culture, change management and integrated technology needs.	<p>Whether Sourcewell Members are seeking greater organizational growth, improved performance or enhanced engagement from employees or constituents, the workplace and work experience play important roles in reaching those goals. The process of helping people adopt and adapt to changes is an investment that will pay off in terms of both the work experience and organizational results.</p> <p>A key resource to enabling and supporting change in the workplace comes from our Applied Research + Consulting (ARC) team. This team brings deep knowledge to the Member organization and delivers benefits that typically include alignment of the workspace strategy, business strategy and desired behaviors; development of higher performing solutions; and employee and leadership buy-in for the proposed solution.</p> <p>The Steelcase approach to change management encompasses the four elements that must work together to achieve organizational ambitions:</p> <ul style="list-style-type: none"> • Culture (norms and values) • Process (the way work gets done) • Tools (technology and other work aids) • Space (physical workplace) <p>Focusing on Culture. There is an organizational and design challenge to meet business needs while also serving the needs of users and creating thoughtfully curated destinations. By involving Steelcase in the workplace journey of a Sourcewell Member, we can design an ecosystem of spaces that supports employee wellbeing, provides a range of destinations and technologies, and fosters the culture desired for the organization. With Steelcase and our Applied Research + Consulting team, we can help Sourcewell Members design and adapt a workplace that contributes to people feeling a sense of belonging and purpose—translating into trust of the organization and increased collaboration among colleagues.</p> <p>Our intentional and holistic approach considers not just the communication that occurs with explaining a change in the workplace, yet also how the change is part of the culture. A main component of ensuring a positive change management experience is for leaders to be engaged with their people. When employees see their leaders modeling values and behaviors in the workplace, culture can begin to take root and be a driving force in the work environment. By acknowledging that the transition will be challenging—and inviting employees into the process—everyone will feel more involved and engaged.</p> <p>Change Management. When Sourcewell Members make changes to their work experience, they will also need to make an intentional investment in the process for managing the change. A thorough process before, during and after the change will contribute to an experience that is positive for stakeholders and helps them adopt and adapt to the change.</p> <p>Steelcase's Applied Research + Consulting team can define and drive change through a Change Management consulting engagement. While each engagement is unique in order to support and enhance workplace culture and needs, some main steps often involved in bringing significant workplace change to fruition include:</p> <ul style="list-style-type: none"> • Mapping the strategy • Appointing a team of leaders, managers, and change champions • Repeated messaging to stakeholders • Engaging relentlessly and meeting people where they are • Populating a pilot space • Developing protocols • Purging and packing with purpose • Attending to move-day details • Supporting changes in technology <p>Our change management process is founded in research and gleaned insights from the field. We translate our learnings into something tangible and measurable for our</p>

clients. Our leadership in research around work and the workplace gives us, and in turn Sourcewell Members, unparalleled knowledge about the work environment and how to leverage it for optimum results. We will use our experience transitioning organizations into new work environments and apply it to Sourcewell Members to deliver a successful and positive change.

Integrated Technology. The workplace needs to support a diverse range of postures and technology, as well as offer options for collaboration and privacy. By creating a workplace that brings together people, place and technology, organizations can give people choice and control over where and how they work — something that correlates directly with high workplace engagement and satisfaction.

Steelcase's insights into work, worker, and the workplace inform our product and application design. Products ranging from meeting tables with integrated technology and visual privacy screens to scalable sound masking systems and virtual wayfinding, we design technology products that seamlessly integrate in a work environment and support an employee's true potential.

Examples of integrated technology in the workplace include spaces that:

- Give remote colleagues a great experience so they can feel and act as if they are present in the room
- Help co-located team Members remain present and focused
- Feature easy to use technology that's smart and connected to not only their immediate team, yet also their organization
- Provide access to data so people can find colleagues and meeting rooms quickly
- Use technology to enhance the place and the experience

Through integrated technology and spaces that focus on individual and collaborative work, Sourcewell Members' real estate can become a space that promotes engagement and interaction. And, by ensuring the move-in process includes training in new hardware and software and instructs people on new systems, they will have an intentionally designed space that improves the experience people have working with technology.

Working with Sourcewell Members. Our tools and the steps in the program tailored to Sourcewell Members will serve and inform design and change management. To best leverage the wealth of workplace tools and knowledge—as well as maximize successful outcomes—we strongly urge you to include Steelcase and our dealer partners in the project as early as possible. We have experienced a strong correlation between early engagement and successful projects that exceed our clients' expectations with happy users on day one and afterwards.

Please see Additional Document T14.68 for more information, including about ARC Change Management process.

<p>69</p>	<p>Describe your ability to evaluate and enhance the utilization or return on investment for design alternatives utilizing your products.</p>	<p>Organizations need to ensure their culture is in sync with desired behaviors and perform well- designed workplaces won't generate an optimal return on</p> <p>Through ongoing research and exploration of work, workers, and the workplace, we've uncovered design principles that help our customers create better outcomes. Work environments must be intentionally designed to support a user's evolving needs and wants. And while physical space can be a powerful tool to shape the attitudes and behaviors that drive improved performance, we know that investing in place alone isn't enough.</p> <p>By partnering with Steelcase and our dealer partners, Sourcewell Members are gaining access to differentiated value through informed insights, analysis and engagement, and reach. We can help with:</p> <ul style="list-style-type: none"> • Alignment of the workspace strategy, business strategy and desired behaviors • Validation of how people work and interact with others, as well as with their work environment • Co-create an integrated solution that supports the business direction and desired future work experience • Develop higher performing solutions from the perspective of real estate efficiency, space utilization and employee effectiveness • Transition from traditional work habits to new and agile ways of working • Employee and leadership buy-in for the proposed solution through Change Management. <p>Sourcewell Members can also engage with Steelcase's Workplace Tools + Resources (WT+R), a team who brings a deeper understanding of the explicit, tacit and latent needs to be uncovered at the workplace. WT+R can host discovery exercises and collaborative situation workshops with Sourcewell Members that focus on understanding workplace issues of the organization and user needs. They also can offer concept reviews of applications that help Sourcewell Members visualize the ways Steelcase product can support your workplace needs in place, posture, and choice and control.</p> <p>Please see Additional Document T.14.68 for more information, including about Steelcase Workplace Tools + Resources.</p>
<p>70</p>	<p>Describe how your products are integrated or factor into a LEED certified facility.</p>	<p>Steelcase has helped our clients with hundreds of LEED building projects, and we have more than 10 LEED certified facilities around the globe. Thanks to this expertise, we can partner early in the design phase to provide guidance on the best applications and space design options. We can provide detailed product and project documentation to help Sourcewell Members meet the LEED credits they are pursuing. Almost all Steelcase products can contribute to LEED certification through a variety of ways, including materials and resources, ergonomics, social equity in the supply chain, innovation in design and low-emitting materials. Each product contributes differently as their materials and applications vary.</p> <p>Steelcase helps customers seeking LEED certification identify products and programs that can contribute to LEED criteria in the categories of Energy and Atmosphere, Materials and Resources, Indoor Environmental Quality, and Innovation (Ergonomics Training, Sustainability Training, and Product Innovation). It is important to note that LEED does not certify products; consequently, they are not awarded LEED points. If certain LEED criteria are met, products may contribute to the credits that are awarded to the building project.</p> <p>Please see Additional Document T8.38 for more information, including our Product Environmental Profiles (PEPs). You may also access the PEPs via steelcase.com/resources/documents.</p>

71	Describe your approach to serving members in state/local Government, education, non-profit, and how you will grow those markets using your products and the Sourcewell contract.	<p>Steelcase is the world's leading manufacturer of office environments. Inspired by over 100 years of insight gained serving the world's leading organizations, we design for a wide variety of customer needs through a comprehensive portfolio of architecture, furniture, technology and services.</p> <p>Our strategy is to grow by leveraging our deep understanding of the patterns of work, workers and workspaces to offer solutions for new ways of working, new customer markets and new geographies, which includes Sourcewell Members in all Sourcewell market segments. Steelcase takes our insights from user-centered research and delivers high performance and sustainable work environments to Sourcewell Members to meet and exceed expectations. We and our Steelcase dealers strive to be trusted partners to Sourcewell Members who seek to use space as a strategic asset using it as a tool to attract and retain talent while serving their constituents and employees. We strive to meet the diverse needs of Sourcewell Members while minimizing complexity by using a platform approach—from product components to common processes—wherever possible to provide integrated solutions.</p> <p>We serve Members primarily through approximately 400 Steelcase participating dealer locations who sell directly to Sourcewell Members according to the contract in their local marketplaces.</p> <p>Each of our dealers maintains its own sales force which is complemented by our sales representatives who work closely with our dealers throughout the selling process. We provide extensive tool and resources to our mutual sales organizations to support customer needs to help provide great experiences in work, learning and health environments which encompass these Sourcewell markets. We also constantly are training and working with Steelcase dealer sales and Steelcase representatives to grow and enhance their knowledge and understanding our Sourcewell contract, contract selling, Sourcewell Membership and the processes involved in serving Members in state/local Government, education, non-profit, markets. This increases our ability and proficiency to better serve while growing in these markets as well.</p>
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Table 15: Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - [Financial Strength and Stability](#) - Financial Strength and Stability.pdf - Wednesday December 18, 2019 18:00:30
 - [Marketing Plan/Samples](#) - Marketing Plan Samples.pdf - Thursday December 19, 2019 14:53:19
 - [WMBE/MBE/SBE or Related Certificates](#) - WMBE_MBE_SBE or Related Certificates.pdf - Wednesday December 18, 2019 17:58:22
 - [Warranty Information](#) - Warranty Information .pdf - Wednesday December 18, 2019 17:59:10
 - [Pricing](#) - Pricing.zip - Thursday December 19, 2019 10:56:59
 - [Additional Document](#) - Additional Document.pdf - Thursday December 19, 2019 14:48:15

Proposers Assurance of Comp

PROPOSER ASSURANCE OF COMPLIANCE

PROPOSER’S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the “Proposer”), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcwell member agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcwell, or any person, firm, or corporation under contract with Sourcwell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The contents of the Proposer's proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer and will not be communicated to any such persons prior to the official opening of the proposals.
4. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted and included with the Proposer's Proposal.
5. The Proposer will, if awarded a Contract, provide to Sourcwell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
6. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcwell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcwell Members under an awarded Contract.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. The Proposer understands that Sourcwell will reject RFP proposals that are marked “confidential” (or “nonpublic,” etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a “trade secret,” and thus nonpublic data under Minnesota’s Data Practices Act.

The Proposer understands that it is the Proposer’s duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcwell for reasonable measures that Sourcwell takes to uphold such a data designation.

By checking this box I acknowledge that I am bound by the terms of the Proposer’s Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Kevin Loubert, Industry Leader, State & Local Government Solutions, Steelcase Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No

I have reviewed the below addendum and attachments (if applicable)

Pages

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ADDITIONAL DEFINITIONS

For the purpose of this Agreement, the following definitions are agreed upon and may be used in both the singular and the plural without affecting their significance.

Designated Location– The physical delivery location as specified on Member’s purchase order and acknowledged by Dealer.

Drop Ship – Pursuant to FCA (Incoterms®2010) and FOB (Uniform Commercial Code), freight is prepaid and pricing for Products includes delivery from the applicable Steelcase factory to the receiving dock of Member’s Designated Location. For drop shipments, it will be Member’s responsibility to inspect the Products upon delivery and report claims to Dealer within a reasonable time frame to ensure that proper claims procedures are followed in the event of damage.

EDI (Electronic Data Interchange) – A computer-to-computer transfer of business documents used for the transmission of purchasing documents such as purchase orders, modifications, and invoices.

Large Order – One quantity of Products to be shipped at one time to one location with a minimum list price value of:

Steelcase Products (other than exceptions below).....	USD 500,000 or equivalent
Coalesse	USD 75,000 or equivalent
Turnstone, Steelcase Health.....	USD 150,000 or equivalent

List Price – The price set forth in Steelcase’s published Price List.

Negotiate – Mutually agreed upon price to be arrived at between Member, Dealer, and Steelcase.

New Products – Products are considered new for a period of two years from the date on which they are first shipped in a particular market.

Order Size – One quantity of Product to be shipped at one time to one location.

Port of Embarkation – The port from which a vessel (ship or airplane) departs upon the start of a voyage when Product is exported.

Price List – A general term which covers a variety of specific naming conventions such as Specification Guides, Price Guides, Price and Product Manuals, Catalogs, and Electronic Catalogs (ECAT’s).

Special Products – Products that are not available as such in Steelcase’s standard Price Lists and require variations in design, i.e., dimensions, features, function, colors and/or other type of finishes, in order to meet customer specific requests.

PRODUCTS AND PRICING

FOR DELIVERIES IN THE UNITED STATES AND CANADA

The price for Products purchased under this Agreement shall be those prices shown in the applicable Price List in effect at the time the purchase order is placed, less the minimum discounts on the items listed below. Any Product list-price adjustment shall be effective upon a thirty (30) day written notification given to Member.

The price for Partner Products purchased under this Agreement shall be the current Price List in effect at the time the purchase order is placed, less the minimum discounts on identified Partner Products listed below.

Deliveries from Dealer to Member shall be FOB, Member's Designated Location for Orders within the United States, and FCA, Member's Designated Location for Orders outside of the United States. Exceptions include Alaska, Hawaii, the Northwest Territories, Nunavut and Yukon, where additional freight charges apply and will be quoted upon request. For deliveries in Alaska, a service charge equal to five percent (5%) of list price shall be assessed to Member for Orders up to \$200,000 list price. The service charge for Orders above \$200,000 list price shall be negotiated.

Remote Location(s) Installation & Service: Any location outside of a 25-mile radius of the Steelcase Dealer's location(s) are considered remote. Upon request, the dealer would provide a not to exceed estimate with respects to travel, per diem, lodging and equipment rental, if needed, at the time of project quotation. Member would pay actual invoice of these items, upon verification of the fees.

Steelcase Products	Price List / Order Size (in CAD/USD)		
	Discounts off List		
	Drop Ship		
	\$1 - \$50,000 List	\$50,001 - \$150,000 List	\$150,001 list and above
Service Parts Coalesse	35.00%	35.00%	35.00% or more*
Carl Hansen Seating/Tables	45.00%	47.00%	47.00% or more*
Hosu Lounge Seating	48.00%	50.00%	50.00% or more*
Lagunitas	48.00%	50.00%	50.00% or more*
Balance of Coalesse (other than Exceptions below)	48.42%	50.00%	50.00% or more*
Lessthanfive	48.42%	50.00%	50.00% or more*
Massaud Collection	48.42%	50.00%	50.00% or more*
Massaud Conference Collect	48.42%	50.00%	50.00% or more*
Montara650	48.42%	50.00%	50.00% or more*
Potrero415	48.42%	50.00%	50.00% or more*
Balance of Orangebox Acoustic Pods (other than Exceptions below)	42.75%	44.25%	44.25% or more*
Balance of Orangebox Other (other than Exceptions below)	42.75%	45.00%	45.00% or more*
Flow	40.00%	41.00%	41.00% or more*
Motif	40.00%	41.00%	41.00% or more*
Sans	40.00%	41.00%	41.00% or more*
Balance of Polyvision by Designtex (other than Exceptions below)	41.56%	44.21%	44.21% or more*
Service Parts Steel	35.00%	35.00%	35.00% or more*
Brody Lounge Seating	43.00%	45.00%	45.00% or more*
Thread Floor Power System	43.00%	44.00%	44.00% or more*
media:scape	44.00%	45.00%	45.00% or more*
media:scape Lounge	44.00%	45.00%	45.00% or more*
Sylvi Lounge	44.38%	46.95%	46.95% or more*
Umami	45.00%	47.00%	47.00% or more*
B Free - Furniture	46.00%	48.00%	48.00% or more*
B Free - Seating	46.00%	48.00%	48.00% or more*
c:scape	46.00%	51.23%	51.23% or more*
Flex	47.00%	51.95%	51.95% or more*
Flex Had	47.00%	51.95%	51.95% or more*

Steelcase Products	Price List / Order Size (in CAD/USD)		
	Discounts off List		
	Drop Ship		
	\$1 - \$50,000 List	\$50,001 - \$150,000 List	\$150,001 list and above
Ology Bench	47.00%	51.95%	51.95% or more*
Ology Desk	47.00%	51.95%	51.95% or more*
Wiesner Hager Nooi	47.50%	49.70%	49.70% or more*
Divisio Screens	47.72%	51.23%	51.23% or more*
Univ Privacy Screens	48.00%	53.61%	53.61% or more*
Sarto Privacy Screens	48.00%	53.00%	53.00% or more*
V.I.A. Lsg	48.10%	51.00%	51.00% or more*
V.I.A.	48.10%	51.00%	51.00% or more*
Irys	48.75%	50.00%	50.00% or more*
Pw Lsg	48.75%	50.00%	50.00% or more*
SILQ Seating	48.75%	52.74%	52.74% or more*
Adj Tables - Series 5	49.00%	50.00%	50.00% or more*
Adj Tables - Series 7	49.00%	50.00%	50.00% or more*
Bottomline Task Light	49.00%	50.00%	50.00% or more*
LED Linear	49.00%	50.78%	50.78% or more*
LED Personal Task Light	49.00%	50.00%	50.00% or more*
LED Shelf Light	49.00%	50.00%	50.00% or more*
Privacy Walls	49.00%	51.00%	51.00% or more*
Series Benches	49.00%	53.75%	53.75% or more*
Underline Task Light	49.00%	50.00%	50.00% or more*
464 Leap Work Lounge	50.00%	52.00%	52.00% or more*
FrameOne	50.50%	53.70%	53.70% or more*
475 Player	52.00%	54.00%	54.00% or more*
Migration SE Bench	52.00%	53.50%	53.50% or more*
cobi	52.00%	54.00%	54.00% or more*
i2i	52.00%	54.00%	54.00% or more*
Migration	52.00%	53.50%	53.50% or more*
Migration SE Desk	52.00%	53.50%	53.50% or more*
Verb	52.00%	55.00%	55.00% or more*
eno Accessories	52.00%	52.00%	52.00% or more*
Node	52.50%	54.50%	54.50% or more*
Node Health	52.50%	54.50%	54.50% or more*
487 Cachet Seating	53.00%	54.00%	54.00% or more*
490 Move	53.00%	54.00%	54.00% or more*
Gesture	53.00%	54.00%	54.00% or more*
QiVi	53.00%	54.00%	54.00% or more*
Groupwork	54.00%	57.00%	57.00% or more*
eno Whiteboards	54.00%	54.00%	54.00% or more*
Amia	54.50%	56.00%	56.00% or more*
Think - Task	54.50%	56.00%	56.00% or more*
466 Reply	54.88%	56.27%	56.27% or more*
Max Stacker III	57.00%	60.00%	60.00% or more*
Post & Beam System	57.00%	60.00%	60.00% or more*
Balance of Steelcase Steel (other than Exceptions below)	57.00%	60.00%	60.00% or more*
800 Laterals	57.93%	60.84%	60.84% or more*
900 Laterals	57.93%	60.84%	60.84% or more*
High Density Storage	57.93%	60.84%	60.84% or more*
Overfile Cabinets	57.93%	60.84%	60.84% or more*
Universal Bookcases	57.93%	60.84%	60.84% or more*
Universal Combination Cabinets	57.93%	60.84%	60.84% or more*
Universal Lateral Files	57.93%	60.84%	60.84% or more*
Universal Storage Cabinets	57.93%	60.84%	60.84% or more*
Universal Storage Laminate	57.93%	60.84%	60.84% or more*
Universal Towers	57.93%	60.84%	60.84% or more*

Steelcase Products	Price List / Order Size (in CAD/USD)		
	Discounts off List		
	Drop Ship		
	\$1 - \$50,000 List	\$50,001 - \$150,000 List	\$150,001 list and above
Universal Wardrobe Cabinets	57.93%	60.84%	60.84% or more*
Universal Workstation Verticals	57.93%	60.84%	60.84% or more*
Universal Storage Acc.	57.93%	60.84%	60.84% or more*
200 Series Laterals	58.00%	62.00%	62.00% or more*
Adj Tables - Airtouch	58.00%	62.00%	62.00% or more*
Montage	58.00%	62.00%	62.00% or more*
Duo Storage for Answer	58.00%	63.25%	63.25% or more*
Univ System WKSF-Wood	58.00%	63.25%	63.25% or more*
Duo Storage for Montage	58.51%	60.50%	60.50% or more*
Duo Storage for Post & B	58.51%	60.50%	60.50% or more*
462 Leap	58.75%	59.75%	59.75% or more*
Kick	59.00%	62.00%	62.00% or more*
Kick Freestanding Casegoods	59.00%	62.00%	62.00% or more*
Avenir	60.00%	62.00%	62.00% or more*
TS Laterals	60.12%	62.38%	62.38% or more*
Answer Beam	61.00%	63.03%	63.03% or more*
Answer Fence	61.00%	63.03%	63.03% or more*
Standard Lighting	61.00%	64.50%	64.50% or more*
Utility Lighting	61.00%	64.50%	64.50% or more*
453 Criterion	61.00%	62.00%	62.00% or more*
Answer	61.00%	63.03%	63.03% or more*
Answer Freestanding Desking	61.00%	63.03%	63.03% or more*
Univ ITC/OTC Bins/Shelves	61.00%	63.03%	63.03% or more*
Univ Pedestals	61.00%	63.03%	63.03% or more*
Universal System Screens	61.00%	63.03%	63.03% or more*
Universal System Worksurface	61.00%	63.03%	63.03% or more*
Universal Tables	61.00%	63.03%	63.03% or more*
Akira Tables	48.41%	51.75%	51.75% or more*
Architectural Modular Power	51.18%	53.56%	53.56% or more*
FitWork	43.00%	44.70%	44.70% or more*
Kart Seating	48.41%	51.36%	51.36% or more*
Low Profile Floor	51.18%	53.56%	53.56% or more*
Pathways Power & Communication	57.21%	61.30%	61.30% or more*
Premium Whiteboard	49.36%	52.12%	52.12% or more*
QT Pro	51.18%	53.56%	53.56% or more*
RoomWizard 2.0	46.52%	46.52%	46.52% or more*
Runner Tables	48.41%	51.75%	51.75% or more*
Steelcase Series 1	55.62%	57.00%	57.00% or more*
TS Bins & Shelves	60.12%	61.75%	61.75% or more*
TS Fixed Pedestals	60.12%	61.75%	61.75% or more*
TS Large Storage Cabinets	60.12%	62.05%	62.05% or more*
TS Mobile Pedestals	60.12%	61.75%	61.75% or more*
TS Tower Too	60.12%	61.75%	61.75% or more*
TS Underworksurface Latera	60.12%	61.75%	61.75% or more*
TS Worksurfaces	60.12%	61.75%	61.75% or more*
Service Parts Steelcase Health	35.00%	35.00%	35.00% or more*
Balance of Steelcase Health (other than Exceptions below)	45.00%	47.00%	47.00% or more*
Ainsley	45.00%	47.00%	47.00% or more*
Convey	45.00%	47.00%	47.00% or more*
Cura Seating	45.00%	47.00%	47.00% or more*
Davenport	45.00%	47.00%	47.00% or more*
Embold	45.00%	47.00%	47.00% or more*
Empath Recliner Seating	45.00%	47.00%	47.00% or more*
Exchange Tables	45.00%	47.00%	47.00% or more*

Steelcase Products	Price List / Order Size (in CAD/USD)		
	Discounts off List		
	Drop Ship		
	\$1 - \$50,000 List	\$50,001 - \$150,000 List	\$150,001 list and above
Folio	45.00%	47.00%	47.00% or more*
Leela	45.00%	47.00%	47.00% or more*
Mineral Recliner Seating	45.00%	47.00%	47.00% or more*
Mobile Overbed Tables	45.00%	47.00%	47.00% or more*
Opus	45.00%	47.00%	47.00% or more*
Park	45.00%	47.00%	47.00% or more*
Pocket	45.00%	47.00%	47.00% or more*
Regard	45.00%	47.00%	47.00% or more*
Senza	45.00%	47.00%	47.00% or more*
Sonata	45.00%	47.00%	47.00% or more*
Surround	45.00%	47.00%	47.00% or more*
Sync	45.00%	47.00%	47.00% or more*
Tava	45.00%	47.00%	47.00% or more*
Waldorf	45.00%	47.00%	47.00% or more*
Service Parts Turnstone	35.00%	35.00%	35.00% or more*
Balance of Turnstone (other than Exceptions below)	54.00%	57.00%	57.00% or more*
Balance of West Elm (other than Exceptions below)	49.00%	50.50%	50.50% or more*
Service Parts Wood	35.00%	35.00%	35.00% or more*
Victor2	50.00%	51.83%	51.83% or more*
Mackinac	50.50%	55.00%	55.00% or more*
FlexFrame	52.00%	55.00%	55.00% or more*
Verlay	52.50%	54.57%	54.57% or more*
Currency	54.00%	57.00%	57.00% or more*
Payback	54.00%	57.00%	57.00% or more*
Sawyer	54.00%	57.00%	57.00% or more*
Elective Elements	54.88%	57.93%	57.93% or more*
Siento Seating	50.17%	52.94%	52.94% or more*
Balance of Wood (other than Exceptions below)	50.17%	52.94%	52.94% or more*
Service Parts Worktools	35.00%	35.00%	35.00% or more*
Mobile Power	48.13%	51.22%	51.22% or more*
Balance of Worktools (other than Exceptions below)	49.00%	52.29%	52.29% or more*

Partner Products	Price List / Order Size (in CAD/USD)		
	Discounts off Partner MSRP		
	Drop Ship		
	\$1 - \$50,000 Partner MSRP	\$50,001 - \$150,000 Partner MSRP	\$150,001 Partner MSRP and above
Mooui Carpets	6.88%	9.76%	9.76% or more*
Mooui	6.88%	9.76%	9.76% or more*
Uhuru	6.88%	9.76%	9.76% or more*
Bolia	8.75%	10.98%	10.98% or more*
Mitchell Gold + Bob W.	18.75%	21.95%	21.95% or more*
Extremis	22.50%	24.39%	24.39% or more*
FLOS Lighting	6.25%	8.54%	8.54% or more*

PRODUCTS AND PRICING (continued)

FOR DELIVERIES IN THE UNITED STATES AND CANADA (continued)

Smart + Connected Products	Price List / Order Size (in CAD/USD)		
	Discounts off List		
	Drop Ship		
	\$1 - \$50,000 List	\$50,001 - \$150,000 List	\$150,001 list and above
Workplace Advisor Hardware	33.33%	36.54%	36.54% or more*
Smart Connected Subscription	47.06%	50.00%	50.00% or more*
Live Map Setup	37.50%	39.63%	39.63% or more*

***Mutually agreed upon discount to be arrived at between Member, Dealer, and Steelcase. However, the discount to Member shall be no less than the discount in the preceding tier of that pricing category.**

EXCEPTIONS

- All Price Lists: New Products.
- Coalesse Price Lists: Arzu, Nanimarquina Collection.

OTHER

- Terms and conditions for the delivery and installation of architectural products will be negotiated on a project-by-project basis.
- Orders from more than one Price List may be combined for the purpose of defining Order Size (e.g. Steelcase Steel, Steelcase Wood, and Steelcase Worktools.)
- For Canadian Orders, the list-dollar amounts will be converted into Canadian Dollars (CAD) using the exchange factor of the corresponding Price List, and the discount will be applied to the applicable Steelcase Canada Price List(s).

PARTNER PRODUCTS - A general term which includes third party products sold in accordance with this Agreement. Partner Products include: FLOS Lighting, Mitchell Gold + Bob Williams, Bolia, Extremis, Moooi, Uhuru. Notwithstanding anything to the contrary, Product list-price adjustments for Partner Products will be made in conjunction with the price adjustments of Partner Products' manufacturers and are not subject to written notification to Member. The product selection evolves over time; availability is confirmed upon request at time of order. Any intellectual property related to Partner Products sold under this Agreement will be owned and retained by the manufacturer of such Products. Orders for Partner Products are not subject to change or cancellation without charge once the Order has been received. Steelcase will pass along any warranty with respect to Partner Products.

SMART + CONNECTED PRODUCTS – A general term which includes Steelcase's technology products which are geared towards workplace optimization and analytics. Smart + Connected Products include: Workplace Advisor Hardware, Smart Connected Subscription, Live Map Setup. Notwithstanding anything to the contrary, the terms and conditions of any master agreement which may result from this RFP will not apply to Smart + Connected Products. In order to activate any services related to the listed Smart + Connected Products, such Member must enter into a separate agreement with Steelcase.

APPLIED RESEARCH + CONSULTING - Through a team of experienced of consultants, ARC brings deep knowledge to our customers and delivers benefits that typically include alignment of the workspace strategy, business strategy and desired behaviors; validation of how people work and interact with others—and their work environment; a co-created, integrated solution that supports the business direction; development of higher performing solutions; and employee and leadership buy-in for the proposed solution. Notwithstanding anything to the contrary, Applied Research + Consulting will not be subject to reporting or administrative fee payment for Contract Sales Activity unless otherwise agreed to in writing by Steelcase on a case-by-case basis.

WORKPLACE TOOLS + RESOURCES - Through a combination of asking, observing, and creating experiences to bring a deeper understanding of the explicit, tacit, and latent needs to be uncovered. WT+R can host discovery exercises and collaborative situation workshops with Sourcewell Members that focus on understanding workplace issues of your organization and user needs. They also offer concept reviews of applications that help our customers to visualize the ways Steelcase products can support specific workplace needs in place, posture, and control. Notwithstanding anything to the contrary, Workplace Tools + Resources will not be subject to reporting or administrative fee payment for Contract Sales Activity unless otherwise agreed to in writing by Steelcase on a case-by-case basis.

PRODUCTS AND PRICING (continued)

DEALER SERVICES AND RATES

The rates below are subject to periodic rate increases, subject to prior written notification from Steelcase. Other terms may apply due to specific scope and will be quoted by the Dealer on a case-by-case basis. Rates are ceiling-based rates.

SERVICE FEES	RATES
UNION/PREVAILING WAGE INSTALLATION/REPAIR/DELIVERY	
Standard Straight Time, per hour*	Per Local Rates
Time and Half, per hour*	Per Local Rates
Double Time, per hour*	Per Local Rates
<i>*Added Terms may apply, minimums, after hours, Sundays, holidays, etc.</i>	
NON-UNION WAGE INSTALLATION/REPAIR/DELIVERY	
Standard Straight Time, per hour*	\$80.00
Time and Half, per hour*	\$120.00
Double Time, per hour*	\$160.00
<i>*Added Terms may apply, minimums, after hours, Sundays, holidays, etc.</i>	
PROJECT MANAGEMENT/COORDINATION & DESIGN SERVICES	
Project Management/Coordination, per hour	\$100.00
Field Verifications	\$90.00 per hour
Floor Core locations	
Inventory of existing product in field	
Coordination of electrical	
Design Programming with schematic design	
Space Planning	
Occupancy Planning/CAD Drafter	
Test Fits	
Accessorizing	
Architectural Finish Selection	
Strategic Planning Services	\$150.00
Reconfiguration of existing product with or without new product	\$125.00
Furniture Renderings: depending on type requested	\$150 to \$600 each
Virtual Reality Simulation	Quoted to scope
WAREHOUSE & ASSET MANAGEMENT	
Storage	\$5 per cubic ft per month
Asset Management	\$90.00 per hour
Long Term Asset Management of products (per separate Agreement)	Quoted to scope
Ins and Outs	
On-Site Asset Management	
MOVE MANAGEMENT	
Decommissioning Services	Quoted to scope
Move Management Services	

PRODUCTS AND PRICING (continued)

DEALER SERVICES AND RATES (continued)
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SERVICE FEES	RATES
MAINTENANCE/REPAIR/REFURBISHING	
Maintenance* – Servicing accessories: locks, chairs, keyboards, monitor arms, etc. <i>*Added Terms may apply, minimums, after hours, Sundays, holidays, etc.</i>	\$80.00/hr. Std. Straight Time \$120.00/hr. Time & Half \$160.00/hr. Double-time
Maintenance* - Repair, Refinishing, Touch up, trim repainting; laminate trim/edge repairs <i>*Added Terms may apply, minimums, after hours, Sundays, holidays, etc.</i>	\$80.00-\$130.00/hour Std. Straight Time Plus Travel
Fabric Cleaning*: seating and panel <i>*Added Terms may apply, minimums, after hours, Sundays, holidays, etc.</i>	\$35.00 each piece* Plus Travel
Seating fabric-guarding* (task, desk, and side chairs) <i>*Added Terms may apply, minimums, after hours, Sundays, holidays, etc.</i>	\$35.00 per chair* Plus Travel
Leather Seating Upholstery Cleaning	Quoted to scope
MISCELLANEOUS	
Supplier Personnel travel expenses	Member's Prior Approval
Disposal/Recycling	Quoted to scope

Travel expenses will be quoted extra.

Additional Services

Rates submitted for services are ceiling-based rates which will vary based on pricing variables such as varying site conditions, hours of installation, size of projects, and other factors. These rates are ceiling-based, and therefore we encourage Sourcewell Members to negotiate lower rates for these services on a project-by-project basis with authorized Steelcase Dealers, when more specific project information is known.

Union or Prevailing Wage

Where applicable, servicing Dealers will abide by union or prevailing wage rates and quote accordingly.

Customer Own Material ("COM")

Customer Own Material ("COM") includes fabric, laminates, and non-contracted ancillary products. COMs are allowed and may include an associated dealer mark-up and in some cases a freight charge, depending on the COM selected by the Member. COM mark-up will have a 35% ceiling.

Additional Charges May Apply For:

- Orders of an aggregate unit quantity, example of 1 - 10 chairs, desks, files, peds, etc. - CB \$300 fee per delivery.
- Major Metro Markets and any non-ground floor installation: CB 1% - 3.5% of list product value
 - Major Metro Markets include large population centers and urban environments.
- Installation in a clinical/medical environment: CB 1% - 3.5% of list product value
- Special restrictions or limits established by local laws, ordinances, or the directions of the Member, including yet not limited to restrictions on transportations of materials, street access to the job site and/or dock facilities: CB 1% - 3.5% of list product value
- Installations outside normal service area, which is typically a 25-mile radius of the servicing dealer: CB 2% of list product value.
- Local Prevailing Wage and/or Union Labor Rates
- Any additional charges shall be quoted by the dealer and approved by the Member prior to performance of the work.
- "CB" = Ceiling Based

PARTICIPATING DEALERS

LIST OF PARTICIPATING STEELCASE DEALERS

Participating Dealers as of the date of this Agreement are listed below. Additions to and/or deletions from this list may be requested at any time by Sourcewell. The most current listing of authorized Steelcase dealers can be consulted at WWW.STEELCASE.COM.

Sourcewell may add or delete an authorized dealer to participate in this Agreement at its discretion. In such event, Sourcewell shall provide a written notification to Steelcase. In the event that Sourcewell desires to add an authorized dealer, Steelcase will secure such authorized dealer's written acceptance of the terms of the Agreement. In the event of a deletion, such deletion will become effective thirty (30) days from receipt of Sourcewell's written notification.

Changes to this Exhibit [] need not be incorporated into a written amendment to the Agreement.

UNITED STATES:

CANADA:

ORDERS - PROCEDURE; CANCELLATION AND CHANGES

A. Procedure

Member shall initiate orders by sending to Dealer a written or electronically transmitted (EDI) purchase order (“Order”) containing the minimum required information listed below:

- Member’s Order reference number.
- Designation of Products (e.g., style number) and/or services covered by the Order.
- Designation of surface materials.
- Quantity ordered.
- Price.
- Requested delivery date.
- “Ship to” address including contact name, dock information, etc.
- Billing address for invoices.
- Any special shipping or handling requirements.

Dealer and Steelcase will use their best efforts to comply with delivery dates requested by Member on Orders. For Large Orders, Steelcase recommends that Member provide as much notice as possible to Dealer in advance of the Order to reserve manufacturing capacity. Dealer shall acknowledge receipt of each Order to Member, noting the acknowledged Steelcase ship from factory and scheduled local delivery dates.

B. Cancellation and Changes

Member shall have the right to change or cancel any Order by delivering written notice to Dealer. Except as otherwise provided herein, any such change or cancellation shall be without charge prior to commencement of production of such Order. If production has begun (including the ordering of parts and materials), a charge may be applied up to the full invoice amount of the Order.

DELIVERY AND INSTALLATION PROVISIONS

Whenever delivery and/or installation is performed by Dealer, the following general provisions shall apply:

A. Labor Charges

Installation will be performed by an authorized Steelcase dealer and is based on delivery during normal working hours within the authorized Steelcase dealer's standard service area, utilizing non-union labor. Additional labor charges may result from the following, and shall be confirmed to Member in advance:

- Work performed outside of the normal working hours at Member's request.
- Delivery and Installation outside the standard service area, which is typically outside of a 25-mile radius from a servicing dealer.
- Use of union labor due to trade regulations.
- Installation of, or work in connection with, furniture lighting, HVAC, cabling, wiring, prewired panels, power hook-up and various electrical work.
- Work disruptions due to other trades, unions or subcontractors.

B. Special Markings, Packaging or Handling

If special markings, packaging or handling is requested by Member, it may be subject to additional charges.

C. Condition of Job Site

The job site shall be clean and free of debris prior to installation. Adequate facilities for offloading, staging, moving, and handling of Products shall be provided without charge by Member.

D. Job Site Service

Electric current, heat, hoisting and/or elevator service, and containers for the disposal of packing materials will be furnished without charge by Member.

E. Storage

In the event that physical delivery and/or installation are delayed at Member's Designated Location due to causes outside the control of Dealer or Steelcase, the Products will be stored at Member's expense. All charges related to the delay (e.g., storage costs, labor for loading and unloading) will be confirmed to Member by Dealer at the time of the delay. Invoices for Products placed into storage will be sent by Dealer to Member to be paid as if the Products had been delivered as scheduled.

After the Products arrive at the designated site, safe and adequate storage space will be provided by Member if immediate installation cannot be accomplished. If the space provided is inadequate, requiring excessive sorting or movement, a charge may be applied based upon agreement between Member and Dealer.

F. Assembly

Dealer's ability to assemble Products shipped knocked down or to attach, affix, or bolt in place movable Products is sometimes dependent on union jurisdictional agreements. If trade regulations in force at the time of installation require the use of union tradesmen or tradesmen other than Dealer's own installation personnel at the site, all resulting additional charges (e.g., the differential between union's or other tradesmen's hourly rate and the non-union hourly rate of Dealer's personnel) will be paid by Member.

G. Damage

Pursuant to the applicable Incoterm, any loss or damage to the Products by weather, other trades (such as painting or plastering), fire, or other elements shall be the responsibility of Member after the Products are delivered by Dealer; and Member agrees to hold Dealer harmless from loss for such reason. Notwithstanding the foregoing, however, any loss or damage to the Products caused by Dealer, its employees or subcontractors during installation shall be the responsibility of Dealer.

H. Insurance

During the term of this Agreement, Dealer and Steelcase will each maintain all applicable insurance coverage consistent with local insurance requirements and local practices, adequate to meet their liabilities under the Agreement; and Dealer's insurance shall be primary. Insurance certificates are available from Dealer or Steelcase

upon request. Fire, tornado, flood, earthquake, windstorm, and other all risks insurance coverage and other applicable insurance at the site will be the responsibility of Member (including any deductibles thereunder).