

Contract # MA144**STATE OF UTAH COOPERATIVE CONTRACT**

1. CONTRACTING PARTIES: This contract is between the Division of Purchasing and the following Contractor:

Allsteel Inc.

Name

2210 Second Ave.

Address

Muscatine

IA

52761

City

State

Zip

LEGAL STATUS OF CONTRACTOR

- ☐ Sole Proprietor
☐ Non-Profit Corporation
☒ For-Profit Corporation
☐ Partnership
☐ Government Agency

Contact Person Amber Hardin Phone #563-299-7300 Email hardina@allsteeloffice.comVendor # VC0000162861 Commodity Code #56101, 56110, 56120, 81100

2. GENERAL PURPOSE OF CONTRACT: The general purpose of this contract is to provide: NASPO ValuePoint Master Agreement for Office Furniture and Related Installation Services - Workspace Furniture and Seating Categories.
3. PROCUREMENT: This contract is entered into as a result of the procurement process on FY17, Bid#RC17020, a pre-approved sole source authorization (from the Division of Purchasing) # SSn/a, or other method: n/a.
4. CONTRACT PERIOD: Effective Date: 1/22/2018 Termination Date: 1/21/2023 unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any): None.
5. Payment: Prompt Payment Discount (if any): n/a.
6. ATTACHMENT A: NASPO ValuePoint Terms and Conditions, State Cooperative Contract
ATTACHMENT B: Office Furniture Scope of Work
ATTACHMENT C: Allsteel OEM Qualifications and Warranty
ATTACHMENT D: Pricing Information (Discount Matrix and Price Lists linked and/or incorporated by reference)
ATTACHMENT E:
Any conflicts between Attachment A and the other Attachments will be resolved in favor of Attachment A.
7. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
b. Utah State Procurement Code, Procurement Rules, and Contractor's response to Bid #RC17020 dated 8/17/2017.
8. Each signatory below represents that he or she has the requisite authority to enter into this contract.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

Contractor's signature

1/12/18
Date

STATE

Director, Division of Purchasing

1/19/18
DateEric A. Schroeder VP Finance Allsteel
Type or Print Name and TitleMichael Iwasaki

Division of Purchasing Contact Person

801-538-1297

Telephone Number

Fax Number

mfiwasaki@utah.gov

Email

(Revision 13 November 2015)



Attachment A: NASPO ValuePoint Master Agreement Terms and Conditions

1. Master Agreement Order of Precedence

a. Any Order placed under this Master Agreement shall consist of the following documents:

- (1) A Participating Entity's Participating Addendum ("PA");
- (2) NASPO ValuePoint Master Agreement Terms & Conditions;
- (3) A Purchase Order issued against the Master Agreement;
- (4) The Solicitation or, if separately executed after award, the Lead State's bilateral agreement that integrates applicable provisions;
- (5) Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State.

b. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

2. Definitions

Acceptance is defined by the applicable commercial code, except Acceptance shall not occur before the completion of delivery in accordance with the Order, installation if required, and a reasonable time for inspection of the Product.

Contractor means the person or entity delivering Products or performing services under the terms and conditions set forth in this Master Agreement.

Embedded Software means one or more software applications which permanently reside on a computing device.

Intellectual Property means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

Lead State means the State centrally administering any resulting Master Agreement(s).

Master Agreement means the underlying agreement executed by and between the Lead State, acting on behalf of the NASPO ValuePoint program, and the Contractor, as now or hereafter amended.

NASPO ValuePoint is the NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, a 501(c)(3) limited liability company that is a subsidiary organization the National Association of State Procurement Officials (NASPO), the sole member of NASPO ValuePoint. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports as well as other contract administration functions as assigned by the Lead State.

Order or Purchase Order means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products.

Participating Addendum means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any other additional Participating Entity specific language or other requirements, e.g. ordering procedures specific to the Participating Entity, other terms and conditions.

Participating Entity means a state, or other legal entity, properly authorized to enter into a Participating Addendum.

Participating State means a state, the District of Columbia, or one of the territories of the United States that is listed in the Request for Proposal as intending to participate. Upon execution of the Participating Addendum, a Participating State becomes a Participating Entity; however, a Participating State listed in the Request for Proposals is not required to participate through execution of a Participating Addendum.

Product means any equipment, software (including embedded software), documentation, service or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Products, supplies and services, and products and services are used interchangeably in these terms and conditions.

Purchasing Entity means a state (as well as the District of Columbia and U.S territories), city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

NASPO ValuePoint Program Provisions

3. Term of the Master Agreement

- a. The initial term of this Master Agreement is for 5 (five) years.
- b. The Master Agreement may be extended for a reasonable period of time, not to exceed 120 days, if in the judgment of the Lead State a follow-on, competitive procurement will be unavoidably delayed (despite good faith efforts) beyond the planned date of execution of the follow-on master agreement. This subsection shall not be deemed to limit the authority of a Lead State under its state law otherwise to negotiate contract extensions.

4. Amendments

The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written agreement of the Lead State and Contractor.

5. Participants and Scope

- a. Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed. The NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum. By way of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g. purchase order or contract) used by the Purchasing Entity to place the Order.
- b. Use of specific NASPO ValuePoint cooperative Master Agreements by state agencies, political subdivisions and other Participating Entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.
- c. Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. Financial obligations of Participating Entities who are states are limited to the orders placed by the departments or other state agencies and

institutions having available funds. Participating Entities who are states incur no financial obligations on behalf of other Purchasing Entities. Contractor shall email a fully executed PDF copy of each Participating Addendum to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases.

d. NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, is not a party to the Master Agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the NASPO cooperative purchasing program for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.) for all 50 states, the District of Columbia and the territories of the United States.

e. Participating Addenda shall not be construed to amend the following provisions in this Master Agreement between the Lead State and Contractor that prescribe NASPO ValuePoint Program requirements: Term of the Master Agreement; Amendments; Participants and Scope; Administrative Fee; NASPO ValuePoint Summary and Detailed Usage Reports; NASPO ValuePoint Cooperative Program Marketing and Performance Review; NASPO ValuePoint eMarketCenter; Right to Publish; Price and Rate Guarantee Period; and Individual Customers. Any such language shall be void and of no effect.

f. Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the approval of participation by the Chief Procurement Official of the state where the Participating Entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists in the Participating Entity; they must ensure that they have the requisite procurement authority to execute a Participating Addendum.

g. **Resale.** "Resale" means any payment in exchange for transfer of tangible goods, software, or assignment of the right to services. Subject to any specific conditions included in the solicitation or Contractor's proposal as accepted by the Lead State, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products (the definition of which includes services that are deliverables). Absent any such condition or explicit permission, this limitation does not prohibit: payments by employees of a Purchasing Entity for Products; sales of Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.

6. Administrative Fees

a. The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on all sales of products

and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.

b. Additionally, some states may require an additional fee be paid directly to the state only on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contractor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements shall not affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee. The NASPO ValuePoint Administrative Fee in subsection 6a shall be based on the gross amount of all sales (less any charges for taxes or shipping) at the adjusted prices (if any) in Participating Addenda.

7. NASPO ValuePoint Summary and Detailed Usage Reports

In addition to other reports that may be required by this solicitation, the Contractor shall provide the following NASPO ValuePoint reports.

a. Summary Sales Data. The Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at <http://www.naspo.org/WNCPO/Calculator.aspx>. Any/all sales made under this Master Agreement shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than thirty (30) days following the end of the calendar quarter (as specified in the reporting tool).

b. Detailed Sales Data. Contractor shall also report detailed sales data by: (1) state; (2) entity/customer type, e.g. local government, higher education, K12, non-profit; (3) Purchasing Entity name; (4) Purchasing Entity bill-to and ship-to locations; (4) Purchasing Entity and Contractor Purchase Order identifier/number(s); (5) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (6) Purchase Order date; (7) Ship Date; (8) and line item description, including product number if used. The report shall be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports shall be delivered to the Lead State and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal, email, CD-ROM, flash drive or other method as determined by the Lead State and NASPO ValuePoint. Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement. The format for the detailed sales data report is shown in Attachment B.

c. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the solicitation and

the Participating Addendum. Report data for employees should be limited to ONLY the state and entity they are participating under the authority of (state and agency, city, county, school district, etc.) and the amount of sales. No personal identification numbers, e.g. names, addresses, **social security numbers or any other numerical identifier**, may be submitted with any report.

d. Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations with and any Participating Addendum roll out or implementation activities and issues. NASPO ValuePoint Cooperative Development Coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due thirty (30) days after the conclusion of each calendar quarter.

e. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

8. NASPO ValuePoint Cooperative Program Marketing and Performance Review

a. Contractor agrees to work cooperatively with NASPO ValuePoint personnel. Contractor agrees to present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the Master agreement and participating addendum process, and the manner in which qualifying entities can participate in the Master Agreement.

b. Contractor agrees to participate in an annual contract performance review at a location selected by the Lead State and NASPO ValuePoint, which may include a discussion of marketing action plans, target strategies, marketing materials, as well as Contractor reporting and timeliness of payment of administration fees.

9. NASPO ValuePoint eMarket Center

a. In July 2011, NASPO ValuePoint entered into a multi-year agreement with SciQuest, Inc. whereby SciQuest will provide certain electronic catalog hosting and management services to enable eligible NASPO ValuePoint's customers to access a central online website to view and/or shop the goods and services available from existing NASPO ValuePoint Cooperative Contracts. The central online website is referred to as the NASPO ValuePoint eMarket Center.

b. The Contractor will have visibility in the eMarket Center through Ordering Instructions. These Ordering Instructions are available at no cost to the Contractor and provide customers information regarding the Contractors website and ordering

information. The Contractor is required at a minimum to participate in the eMarket Center through Ordering Instructions.

c. At a minimum, the Contractor agrees to the following timeline: NASPO ValuePoint eMarket Center Site Admin shall provide a written request to the Contractor to begin Ordering Instruction process. The Contractor shall have thirty (30) days from receipt of written request to work with NASPO ValuePoint to provide any unique information and ordering instructions that the Contractor would like the customer to have.

d. If the solicitation requires either a catalog hosted on or integration of a punchout site with eMarket Center, or either solution is proposed by a Contractor and accepted by the Lead State, the provisions of the eMarket Center Appendix to these NASPO ValuePoint Master Agreement Terms and Conditions apply.

10. Right to Publish

Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan. The Contractor shall not make any representations of NASPO ValuePoint's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent. Failure to adhere to this requirement may result in termination of the Master Agreement for cause.

11. Price and Rate Guarantee Period

The Price Guarantee Period is as specified in RFP subsection 1.13. Any adjustment or amendment to the Master Agreement shall not be effective unless approved by the Lead State. No retroactive adjustments to prices or rates will be allowed.

12. Individual Customers

Except to the extent modified by a Participating Addendum, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

Administration of Orders

13. Ordering

- a. Master Agreement order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.
- b. Purchasing Entities may define project-specific requirements and informally compete the requirement among companies having a Master Agreement on an “as needed” basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity’s rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost and other factors considered.
- c. Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities’ rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.
- d. Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.
- e. Orders may be placed consistent with the terms of this Master Agreement during the term of the Master Agreement.
- f. All Orders pursuant to this Master Agreement, at a minimum, shall include:
 - (1) The services or supplies being delivered;
 - (2) The place and requested time of delivery;
 - (3) A billing address;
 - (4) The name, phone number, and address of the Purchasing Entity representative;
 - (5) The price per hour or other pricing elements consistent with this Master Agreement and the contractor’s proposal;
 - (6) A ceiling amount of the order for services being ordered; and
 - (7) The Master Agreement identifier.
- g. All communications concerning administration of Orders placed shall be furnished solely to the authorized purchasing agent within the Purchasing Entity’s purchasing office, or to such other individual identified in writing in the Order.
- h. Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement. Contractor is reminded that financial obligations of Purchasing Entities payable after the current applicable fiscal

year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.

i. Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor agrees to perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration, cancellation or termination of this Master Agreement, or otherwise inconsistent with its terms. Orders from any separate indefinite quantity, task orders, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

14. Shipping and Delivery

In the event of conflict, the provisions in RFP subsection 2.7, Delivery, or in any bilateral agreement executed by the Lead State, take priority over these section 14 provisions.

a. The prices are the delivered price to any Purchasing Entity. All deliveries shall be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage shall remain the Contractor's until final inspection and acceptance when responsibility shall pass to the Purchasing Entity except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount, if any, will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered shall be shipped without charge.

b. All deliveries will be "Inside Deliveries" as designated by a representative of the Purchasing Entity placing the Order. Inside Delivery refers to a delivery to other than a loading dock, front lobby, or reception area. Specific delivery instructions will be noted on the order form or Purchase Order. Any damage to the building interior, scratched walls, damage to the freight elevator, etc., will be the responsibility of the Contractor. If damage does occur, it is the responsibility of the Contractor to immediately notify the Purchasing Entity placing the Order.

c. All products must be delivered in the manufacturer's standard package. Costs shall include all packing and/or crating charges. Cases shall be of durable construction, good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton shall be marked with the commodity, brand, quantity, item code number and the Purchasing Entity's Purchase Order number.

15. Laws and Regulations

Any and all Products offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

16. Inspection and Acceptance

a. Where the Master Agreement or an Order does not otherwise specify a process for inspection and Acceptance, this section governs. This section is not intended to limit rights and remedies under the applicable commercial code.

b. All Products are subject to inspection at reasonable times and places before Acceptance. Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Master Agreement. Products that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the contractor of liability for material (nonconformity that substantially impairs value) latent or hidden defects subsequently revealed when goods are put to use. Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Product rejected and returned, or for which Acceptance is revoked.

c. If any services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and reduce the contract price to reflect the reduced value of services performed.

d. The warranty period shall begin upon Acceptance.

e. Acceptance Testing may be explicitly set out in a Master Agreement to ensure conformance to an explicit standard of performance. Acceptance Testing means the process set forth in the Master Agreement for ascertaining that the Product meets the standard of performance prior to Acceptance by the Purchasing Entity. If Acceptance Testing is prescribed, this subsection applies to applicable Products purchased under this Master Agreement, including any additional, replacement, or substitute Product(s) and any Product(s) which are modified by or with the written approval of Contractor after Acceptance by the Purchasing Entity. The Acceptance Testing period shall be thirty (30) calendar days or other time period identified in this Master Agreement or the Participating Addendum, starting from the day after the Product is delivered or, if installed, the day after the Product is installed and Contractor certifies that the Product is ready for Acceptance Testing. If the Product does not meet the standard of performance during the initial period of Acceptance Testing, Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the standard of performance is met. Upon rejection, the Contractor will have fifteen (15) calendar days to cure the standard of performance issue(s). If after the cure period, the Product still has not met the standard of performance, the Purchasing Entity may, at its option: (a) declare Contractor to be in breach and terminate the Order; (b) demand replacement Product from Contractor at no additional cost to Purchasing Entity; or, (c) continue the

cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor. Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section. No Product shall be deemed Accepted and no charges shall be paid until the standard of performance is met. The warranty period shall begin upon Acceptance.

17. Payment

Payment after Acceptance is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum, Order, or otherwise prescribed by applicable law. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

18. Warranty

Warranty provisions govern where specified elsewhere in the documents that constitute the Master Agreement; otherwise this section governs. The Contractor warrants for a period of one year from the date of Acceptance that: (a) the Product performs according to all specific claims that the Contractor made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the Purchasing Entity has relied on the Contractor's skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects. Upon breach of the warranty, the Contractor will repair or replace (at no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

19. Title of Product

Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Product free and clear of all liens, encumbrances, or other security interests. Transfer of title to the Product shall include an irrevocable and perpetual license to use any Embedded Software in the Product. If Purchasing Entity subsequently transfers title of the Product to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license shall be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.

20. License of Pre-Existing Intellectual Property

Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free,

irrevocable, license to use, publish, translate, reproduce, transfer with any sale of tangible media or Product, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The Contractor shall be responsible for ensuring that this license is consistent with any third party rights in the Pre-existing Intellectual Property.

General Provisions

21. Insurance

a. Unless otherwise agreed in a Participating Addendum, Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

b. Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below:

(1) Commercial General Liability covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence/\$2 million general aggregate;

(2) Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

c. Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within five (5) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.

d. Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) names the Participating States identified in the Request for Proposal as additional insureds, (2) provides that written notice of cancellation shall be delivered in accordance with the policy provisions, and (3) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, other state Participating Entities' rights and Contractor's obligations are the same as those specified in the first sentence

of this subsection except the endorsement is provided to the applicable state.

e. Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

f. Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

22. Records Administration and Audit.

a. The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of five (5) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.

b. Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or underpayment of fees found as a result of the examination of the Contractor's records.

c. The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

23. Confidentiality, Non-Disclosure, and Injunctive Relief

a. Confidentiality. Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients. Any and all information of any form that is marked as confidential or would be

its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including, but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity or; (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

b. Non-Disclosure. Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement. Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person. Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information. Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

c. Injunctive Relief. Contractor acknowledges that breach of this section, including disclosure of any Confidential Information, will cause irreparable injury to Purchasing Entity that is inadequately compensable in damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are

necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

d. Purchasing Entity Law. These provisions shall be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

24. Public Information

This Master Agreement and all related documents are subject to disclosure pursuant to the Purchasing Entity's public information laws.

25. Assignment/Subcontracts

a. Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.

b. The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties to NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, and other third parties.

26. Changes in Contractor Representation

The Contractor must notify the Lead State of changes in the Contractor's key administrative personnel managing the Master Agreement in writing within 10 calendar days of the change. The Lead State reserves the right to approve changes in key personnel, as identified in the Contractor's proposal. The Contractor agrees to propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

27. Independent Contractor

The Contractor shall be an independent contractor. Contractor shall have no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and agrees not to hold itself out as agent except as expressly set forth herein or as expressly agreed in any Participating Addendum.

28. Cancellation

Unless otherwise stated, this Master Agreement may be canceled by either party upon 60 days written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon 30 days' written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, rights attending any warranty or default in performance in association with any Order, and requirements for records administration

and audit. Cancellation of the Master Agreement due to Contractor default may be immediate.

29. Force Majeure

Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, unusually severe weather, other acts of God, or war which are beyond that party's reasonable control. The Lead State may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of the Master Agreement.

30. Defaults and Remedies

a. The occurrence of any of the following events shall be an event of default under this Master Agreement:

- (1) Nonperformance of contractual requirements; or
- (2) A material breach of any term or condition of this Master Agreement; or
- (3) Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading; or
- (4) Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
- (5) Any default specified in another section of this Master Agreement.

b. Upon the occurrence of an event of default, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of 15 calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.

c. If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:

- (1) Exercise any remedy provided by law; and
- (2) Terminate this Master Agreement and any related Contracts or portions thereof; and
- (3) Impose liquidated damages as provided in this Master Agreement; and
- (4) Suspend Contractor from being able to respond to future bid solicitations; and

- (5) Suspend Contractor's performance; and
- (6) Withhold payment until the default is remedied.

d. Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and shall have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in a Purchase Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions shall be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

31. Waiver of Breach

Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, Participating Addendum, or Purchase Order.

32. Debarment

The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

33. Indemnification

a. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), the Lead State, Participating Entities, and Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable, from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to tangible property arising from act(s), error(s), or omission(s) of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to the performance under the Master Agreement.

b. Indemnification – Intellectual Property. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), the Lead State, Participating Entities, Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use, infringes Intellectual Property rights ("Intellectual Property Claim") of another person or entity.

(1) The Contractor's obligations under this section shall not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:

(a) provided by the Contractor or the Contractor's subsidiaries or affiliates;

(b) specified by the Contractor to work with the Product; or

(c) reasonably required, in order to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or

(d) It would be reasonably expected to use the Product in combination with such product, system or method.

(2) The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim. Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

34. No Waiver of Sovereign Immunity

In no event shall this Master Agreement, any Participating Addendum or any contract or

any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

35. Governing Law and Venue

a. The procurement, evaluation, and award of the Master Agreement shall be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award shall be governed by the law of the state serving as Lead State. The construction and effect of any Participating Addendum or Order against the Master Agreement shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.

b. Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement shall be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum shall be in the Purchasing Entity's State.

c. If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; a Participating State if a named party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.

36. Assignment of Antitrust Rights

Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

37. Contract Provisions for Orders Utilizing Federal Funds

Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

38. Leasing or Alternative Financing Methods.

The procurement and other applicable laws of some Purchasing Entities may permit the use of leasing or alternative financing methods for the acquisition of Products under this Master Agreement. Where the terms and conditions are not otherwise prescribed in an applicable Participating Addendum, the terms and conditions for leasing or alternative financing methods are subject to negotiation between the Contractor and Purchasing Entity.

eMarket Center Appendix

a. This Appendix applies whenever a catalog hosted by or integration of a punchout site with eMarket Center is required by the solicitation or either solution is proposed by a Contractor and accepted by the Lead State.

b. Supplier's Interface with the eMarket Center. There is no cost charged by SciQuest to the Contractor for loading a hosted catalog or integrating a punchout site.

c. At a minimum, the Contractor agrees to the following:

(1) Implementation Timeline: NASPO ValuePoint eMarket Center Site Admin shall provide a written request to the Contractor to begin enablement process. The Contractor shall have fifteen (15) days from receipt of written request to work with NASPO ValuePoint and SciQuest to set up an enablement schedule, at which time SciQuest's technical documentation shall be provided to the Contractor. The schedule will include future calls and milestone dates related to test and go live dates. The contractor shall have a total of Ninety (90) days to deliver either a (1) hosted catalog or (2) punch-out catalog, from date of receipt of written request.

(2) NASPO ValuePoint and SciQuest will work with the Contractor, to decide which of the catalog structures (either hosted or punch-out as further described below) shall be provided by the Contractor. **Whether hosted or punch-out, the catalog must be strictly limited to the Contractor's awarded contract offering (e.g. products and/or services not authorized through the resulting cooperative contract should not be viewable by NASPO ValuePoint Participating Entity users).**

(a) Hosted Catalog. By providing a hosted catalog, the Contractor is providing a list of its awarded products/services and pricing in an electronic data file in a format acceptable to SciQuest, such as Tab Delimited Text files. In this scenario, the Contractor must submit updated electronic data to the eMarket Center for the Lead State's approval to maintain the most up-to-date version of its product/service offering under the cooperative contract in the eMarket Center.



(b) Punch-Out Catalog. By providing a punch-out catalog, the Contractor is providing its own online catalog, which must be capable of being integrated with the eMarket Center as a. Standard punch-in via Commerce eXtensible Markup Language (cXML). In this scenario, the Contractor shall validate that its online catalog is up-to-date by providing a written update year at the contract anniversary to the Lead State stating they have audited the offered products/services and pricing listed on its online catalog. The site must also return detailed UNSPSC codes (as outlined in line 3) for each line item. Contractor also agrees to provide e-Quote functionality to facilitate volume discounts.

d. Revising Pricing and Product Offerings: Any revisions to product/service offerings (new products, altered SKUs, new pricing etc.) must be pre-approved by the Lead State and shall be subject to any other applicable restrictions with respect to the frequency or amount of such revisions. However, no cooperative contract enabled in the eMarket Center may include price changes on a more frequent basis than once per year. The following conditions apply with respect to hosted catalogs:

(1). Updated pricing files are required by the 1st of the month and shall go into effect in the eMarket Center on the 1st day of the following month (i.e. file received on 1/01/13 would be effective in the eMarket Center on 2/01/13)]. Files received after the 1st of the month may be delayed up to a month (i.e. file received on 11/06/09 would be effect in the eMarket Center on 1/01/10).

(2) Lead State-approved price changes are not effective until implemented within the eMarket Center. Errors in the Contractor's submitted pricing files will delay the implementation of the price changes in eMarket Center.

e. Supplier Network Requirements: Contractor shall join the SciQuest Supplier Network (SQSN) and shall use the SciQuest's Supplier Portal to import the Contractor's catalog and pricing, into the SciQuest system, and view reports on catalog spend and product/pricing freshness. The Contractor can receive orders through electronic delivery (cXML) or through low-tech options such as fax. More information about the SQSN can be found at: www.sciquest.com or call the SciQuest Supplier Network Services team at 800-233-1121.

f. Minimum Requirements: Whether the Contractor is providing a hosted catalog or a punch-out catalog, the Contractor agrees to meet the following requirements:

(1) Catalog must contain the most current pricing, including all applicable administrative fees and/or discounts, as well as the most up-to-date product/service offering the Contractor is authorized to provide in accordance with the cooperative contract; and

(2) The accuracy of the catalog must be maintained by Contractor throughout the duration of the cooperative contract; and

(3) The Catalog must include a Lead State contract identification number; and

(4) The Catalog must include detailed product line item descriptions; and

(5) The Catalog must include pictures when possible; and

(6) The Catalog must include any additional NASPO ValuePoint and Participating Addendum requirements. Although suppliers in the SQSN normally submit one (1) catalog, it is possible to have multiple contracts applicable to different NASPO ValuePoint Participating Entities. For example, a supplier may have different pricing for state government agencies and Board of Regents institutions. Suppliers have the ability and responsibility to submit separate contract pricing for the same catalog if applicable. The system will deliver the appropriate contract pricing to the user viewing the catalog.

g. Order Acceptance Requirements: Contractor must be able to accept Purchase Orders via fax or cXML. The Contractor shall provide positive confirmation via phone or email within 24 hours of the Contractor's receipt of the Purchase Order. If the Purchasing Order is received after 3pm EST on the day before a weekend or holiday, the Contractor must provide positive confirmation via phone or email on the next business day.

h. UNSPSC Requirements: Contractor shall support use of the United Nations Standard Product and Services Code (UNSPSC). UNSPSC versions that must be adhered to are driven by SciQuest for the suppliers and are upgraded every year. NASPO ValuePoint reserves the right to migrate to future versions of the UNSPSC and the Contractor shall be required to support the migration effort. All line items, goods or services provided under the resulting statewide contract must be associated to a UNSPSC code. All line items must be identified at the most detailed UNSPSC level indicated by segment, family, class and commodity.

i. Applicability: Contractor agrees that NASPO ValuePoint controls which contracts appear in the eMarket Center and that NASPO ValuePoint may elect at any time to remove any supplier's offering from the eMarket Center.

j. The Lead State reserves the right to approve the pricing on the eMarket Center. This

catalog review right is solely for the benefit of the Lead State and Participating Entities, and the review and approval shall not waive the requirement that products and services be offered at prices (and approved fees) required by the Master Agreement.

k. Several NASPO ValuePoint Participating Entities currently maintain separate SciQuest eMarketplaces, these Participating Entities do enable certain NASPO ValuePoint Cooperative Contracts. In the event one of these entities elects to use this NASPO ValuePoint Cooperative Contract (available through the eMarket Center) but publish to their own eMarketplace, the Contractor agrees to work in good faith with the entity and NASPO ValuePoint to implement the catalog. NASPO ValuePoint does not anticipate that this will require substantial additional efforts by the Contractor; however, the supplier agrees to take commercially reasonable efforts to enable such separate SciQuest catalogs.

ATTACHMENT B

OFFICE FURNITURE SCOPE OF WORK

1. Product and Service Categories

Workspace Furniture

The Workspace Furniture category will group together three (3) categories of coordinating furniture. This category has been created so that end users of the resulting contracts have an option of selecting from a group of coordinating furniture for the office environment.

Systems Furniture and Accessories: Systems furniture, including monolithic and frame and tile, is a generic term for panels, work-surfaces, shelves, and other items sold by a single manufacturer as a package for furnishing offices. Cubicles and the sea of cubicles are the items most often associated with systems furniture, but other open plan arrangements are included.

Desks/Tables and Accessories: A desk/table is a freestanding unit having a work surface that is supported by legs or pedestals, in some instances; the unit will have sit-to-stand capability, drawer(s), doors, or other storage elements. Free-standing desks, conference room tables, small office tables, side tables, and dining tables are included in this category.

Filing and Storage and Accessories: The filing and storage category may include, but is not limited to; bookcases, wardrobes, cabinets, Free-standing and mobile pedestals, and wall mounted shelving. This category does not include shelving units that are attached to system furniture cubicle walls.

Desks/Tables and Accessories

A desk/table is a freestanding unit having a work surface that is supported by legs or pedestals, in some instances; the unit will have sit-to-stand capability, drawer(s), doors, or other storage elements. Free-standing desks, conference room tables, small office tables, side tables, and dining tables are included in this category. The term wooden is meant to include, wood, or wood veneer, or wood laminate.

Filing and Storage and Accessories

The filing and storage category may include, but is not limited to; bookcases, wardrobes, cabinets, Free-standing and mobile pedestals, and wall mounted shelving. This category does not include shelving units that are attached to system furniture cubicle walls. The term wooden is meant to include wood, or veneer, or wood laminate.

Seating and Accessories

The seating category includes both high back and standard executive chairs, conference room chairs, task/work chairs that may have multiple seat pan sizes and are either mesh back or fabric with arms or without and guest/side chairs that have both four point and star bases. This

category also includes optional reception/lounge seating, dispatch chairs, stackable/foldable chairs, collaborative, and stationary and height adjustable stools.

Service Categories

Design Services

Design Services include but are not limited to; space planning, installation plans, furniture migration strategies, reconfiguration of existing systems, inventory of existing furniture, assistance with furniture selection, interior office design, and computerized installation drawings.

Installation Service

Installation Services include all labor required to disassemble, assemble, deliver, set-up, install, and otherwise finish an office installation or remodel project.

Customer Service

Including but not limited to sales service, customer service, product information services, and warranty services.

2. General Provisions

Each Participating Entity shall select the authorized dealer(s) they choose to do business with during the Participating Addendum process. Participating Entity may require the authorized dealer(s) to submit additional information regarding their firm as part of the selection process during the execution of a Participating Addendum. This information could include, but is not limited to; business references, number of years in business, technical capabilities, and the experience of both their sales and installation personnel.

Each Participating Entity has the option to select one or more product categories or services from the resulting Master Agreement(s) during the execution of the Participating Addendum process. Each Participating Entity has the option to negotiate an expanded product line within the product category offering and within the scope of this RFP during the Participating Addendum process. Any additional incremental discounts available to a Participating Entity, if offered, may be provided at the discretion and as the sole legal obligation of the OEM or their Authorized Dealer to the Participating Entity and negotiated during the Participating Addendum process.

The OEM will require their authorized dealers to abide by the terms and conditions and scope of work included in this agreement.

3. NASPO ValuePoint Master Agreement Administrator

The NASPO ValuePoint Master Agreement Administrator (hereinafter “Master Agreement Administrator”) designated by NASPO ValuePoint and the State of Utah, Division of Purchasing and General Services is:

Terri O’Toole or Michael Iwasaki
State of Utah Division of Purchasing and General Services

State Office Building, Capitol Hill
Room 3150
Salt Lake City, UT 84114-1061
Email: totoole@utah.gov or mfiwasaki@utah.gov

4. Length of Contract

The Master Agreement resulting from this RFP will be for a period of five (5) years with no renewal options for additional years. The State reserves the right to review the contract resulting from this RFP on a regular basis regarding performance and cost and may negotiate price during the term of the contract.

5. Price Guarantee, Escalation, and Reductions

Price Guarantee

All pricing must be guaranteed for one (1) year. Following the guarantee period, any request for price adjustment must be for an equal guarantee period, and must be submitted at least ninety (90) calendar days prior to the effective date. Requests for price adjustment must include sufficient documentation supporting the request and demonstrating a reasonableness of the adjustment when comparing the current price list to the proposed price list. Documentation shall include, but not be limited to, the manufacturers national price increase announcement letter, a complete and detailed description of what products are increasing and by what percentage, a complete and detailed description of what raw materials and/or other costs have increased and provide proof of increase, index data and other information to support and justify the increase. The Master Agreement Administrator shall conduct a thorough investigation of the data provided and substantiate whether the increase is valid and justified.

Any adjustment or amendment to the contract will not be effective unless approved by the Division of Purchasing. The State will be given the immediate benefit of any decrease in the market, or allowable discount.

Price Escalation and Reductions

Products: Pricing shall remain firm for the first year of the Master Agreement(s). The OEM may update the pricing on their PUBLISHED COMMERCIAL PRICE LIST one (1) time every twelve (12) months after the first year of the original contract term. The Master Agreement Administrator will review a documented request for a PUBLISHED COMMERCIAL PRICE LIST adjustment only after the Price Guarantee period as previously defined. The requested increase must be based upon a documented cost increase to the OEM that is directly correlated to the price of the products on the OEM's PUBLISHED COMMERCIAL PRICE LIST that are covered under the Master Agreement. The price adjustment must not produce a higher profit margin than the original contract, and must be accompanied by sufficient documentation and nationwide notice of price adjustment to the PUBLISHED COMMERCIAL PRICE LIST.

The Master Agreement Administrator shall determine whether the requested PUBLISHED COMMERCIAL PRICE LIST price increase or an alternate option is in the best interest of the

Participating Entities. The PUBLISHED COMMERCIAL PRICE LIST price increase request must be made at least ninety (90) calendar days prior to the effective date, and shall not go into effect until a Master Agreement amendment has been fully executed. Any approved PUBLISHED COMMERCIAL PRICE LIST price adjustments will carry a price guarantee period of twelve (12) months and be effective on the date of the Master Agreement amendment or the designated effective date.

No retroactive price adjustments will be allowed for PUBLISHED COMMERCIAL PRICE LIST price adjustments.

Design and Installation Services: Price escalation and reduction process will be negotiated by the Participating Entity and the Contractor and the process and terms shall be documented in the Participating Addendum.

Price Reductions: In the event of a price decrease in any category of product at any time during the contract in an OEM's PUBLISHED COMMERCIAL PRICE LIST, including renewal options, the Master Agreement Administrator shall be notified immediately. All PUBLISHED COMMERCIAL PRICE LIST price reductions shall be effective upon the notification provided to the Master Agreement Administrator.

Note: The Discount Matrix and PUBLISHED COMMERCIAL PRICE LIST have been attached to this Master Agreement as *Attachment D: Pricing Information* and are incorporated by reference.

6. Master Agreement Terms and Conditions

Any contract resulting from this RFP will include, but not be limited to, the *Attachment A: NASPO ValuePoint Master Agreement Terms and Conditions*.

7. Participating States Terms and Conditions

Each State reserves the right to negotiate additional Terms and Conditions in its Participating Addendums after award of the Master Agreement.

8. Protected Information

The Government Records Access and Management Act (GRAMA), UCA § 63G-2-305, provides in part that:

the following records are protected if properly classified by a government entity:

- (1) trade secrets as defined in Section 13-24-2, the Utah Uniform Trade Secrets Act, if the person submitting the trade secret has provided the governmental entity with the information specified in UCA § 63G-2-309 (Business Confidentiality Claims);*
- (2) commercial information or non-individual financial information obtained from a person if:*
 - (a) disclosure of the information could reasonably be expected to result in unfair competitive injury to the person submitting the information or would impair the ability of the governmental entity to obtain necessary information in the future;*

(b) the person submitting the information has a greater interest in prohibiting access than the public in obtaining access; and

(c) the person submitting the information has provided the governmental entity with the information specified in UCA § 63G-2-309;

** * * * **

(6) records, the disclosure of which would impair governmental procurement proceedings or give an unfair advantage to any person proposing to enter into a contract or agreement with a governmental entity, except, subject to Subsections (1) and (2), that this Subsection (6) does not restrict the right of a person to have access to, after the contract or grant has been awarded and signed by all parties,

Pricing may not be classified as confidential or protected and will be considered public information after award of the contract.

9. Product Line Additions and Authorized Dealer Updates

During the term of the contract, Contracted Manufacturers may submit a request to update the awarded product line (within the scope as outlined in this Scope of Work) as products are introduced or removed from the market. The Master Agreement Administrator will evaluate requests and update the contract offering via written amendment as appropriate. The Contracted Supplier must update the dedicated website, price lists, and catalogs to reflect approved changes. Pricing must utilize the same pricing structure as was used for products falling into the same awarded product category.

The process for adding or removing an authorized dealer at the State level will be negotiated and described in the Participating Addendum. Each participating State shall determine, negotiate with the contractor, and describe the process in the Participating Addendum. Contractors shall follow the process described in the Participating Addendum for each State when adding or removing an authorized dealer per State.

10. Usage Reporting Requirement

Quarterly usage reports must be submitted to NASPO ValuePoint and the Master Agreement Administrator. Refer to *Attachment A: NASPO ValuePoint Master Agreement Terms and Conditions* for usage reporting requirements.

The initiation and submission of the quarterly reports are the responsibility of the OEM. There will be no prompting or notification provided by the Master Agreement Administrator. Failure to comply with this requirement may result in Master Agreement cancellation.

Quarterly reports must coincide with the quarters in the fiscal year as outlined below:

Quarter #1: July 1 through September 30, due annually by October 30

Quarter #2: October 1 through December 31, due annually by January 30

Quarter #3: January 1 through March 31, due annually by April 30.

Quarter #4: April 1 through June 30, due annually by July 30.

Some States may require additional usage reporting and administrative fee be paid directly to the State only on purchases made by Purchasing Entities within that State. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made part of the Master Agreement. The Contractor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the State.

11. Administrative Fee

The Contractor must pay a NASPO ValuePoint administrative fee of one-quarter of one percent (0.25%) no later than sixty (60) days following the end of each calendar quarter in accordance with *Attachment A: NASPO ValuePoint Master Agreement Terms and Conditions*. The NASPO ValuePoint administrative fee shall be submitted quarterly and is based on the actual sales of all products and services. The NASPO ValuePoint administrative fee must be included when determining the pricing offered. The NASPO ValuePoint administrative fee is not negotiable and shall not be added as a separate line item on an invoice.

Additionally, some NASPO ValuePoint participating entities may require that an administrative fee be paid directly to the NASPO ValuePoint participating entity on purchases made by purchasing entities within that State. For all such requests, the fee percentage, payment method and payment schedule for the participating entity's administrative fee will be incorporated in the Participating Addendum. The Contractor may adjust the Master Agreement pricing accordingly for purchases made by purchasing entities within the jurisdiction of the State. All such agreements may not affect the NASPO ValuePoint fee or the prices paid by the purchasing entities outside the jurisdiction of the participating entities requesting the additional fee.

12. Freight Terms

The Contracted Supplier must ship all products F.O.B. destination, freight prepaid. Shipping costs must be included in the product price for all Participating Entities. All freight costs for shipments to the closest west coast shipping port for Alaska and Hawaii must be included in the product price offered in response to this RFP. Alaska and Hawaii will negotiate freight rates (from the closest west coast shipping port to the locations of the Participating Entity) during the Participating Addendum process. Under no circumstances will the Contractor increase their profit margin through shipping charges to Hawaii or Alaska.

The Contracted Supplier is responsible for filing and expediting all freight claims with carriers. The Contracted Supplier must pay title and risk of loss or damage charges.

The Participating Entities reserve the right to examine freight cost and route shipments with their own contracted carrier.

F.O.B Destination, freight prepaid

Seller – Pays freight charges

Seller – Bears freight charges and selects carrier

Seller – Owns goods in transit

Seller – Files claims (if any)

13. Change in Representation

The Contracted Manufacturer must notify the Master Agreement Administrator of changes in the Contracted Manufacturer's Contract Administrator or Contract Usage Report Administrator, in advance and in writing and upon approval by the Master Agreement Administrator. The Master Agreement Administrator reserves the right to require a change in Contracted Supplier(s) representatives if the assigned representative(s) is not, in the opinion of the Master Agreement Administrator, meeting the terms and conditions of the contract.

14. Glossary

ANSI: A source for standards and conformity assessments by the American National Standards Institute. See www.ansi.org for more information.

ANSI/BIFMA: Safety and performance standards developed by The Business and Institutional Furniture Manufacturers Association (BIFMA) engineering committee. See www.bifma.org for more information.

ASTM: American Society for Testing and Material that develops international standards for materials, products, systems and services used in construction, manufacturing and transportation. See www.astm.org for more information.

Authorized Representative: An individual with the authority to legally bind the Offeror to the Terms and Conditions of the Master Agreement (s) established as a result of this RFP. This individual must have the authority and ability to accurately reflect the ability of the Offeror to meet the requirements detailed in this RFP.

Authorized Dealer: A qualified firm that has been designated by the OEM as authorized to sell products and perform services under the resulting Master Agreement(s).

BIFMA: The Business and Institutional Furniture Manufacturers Association. See www.bifma.org for more information.

California Technical Bulletin 117-2013: "Requirements, Test Procedure and Apparatus for Testing the Smolder Resistance of Materials Used in Upholstered Furniture", June 2013.

Contract Administrator: A dedicated person with the authority and ability to manage compliance with the scope and Terms and Conditions for this contract.

Contracted Supplier or Contractor or Contracted OEM Supplier: An Original Equipment Manufacturer (OEM) of office furniture that has been awarded a Master Agreement as a result of this procurement.

Ergonomic: The science of designing office furniture to fit the user and optimize human well-being and overall office furniture performance.

KD: Knocked down furniture that requires assembly after delivery.

LCA: Life Cycle Assessment is the investigation and evaluation of the environmental impacts of a given product or service caused or necessitated by its existence.

Lead State: The State issuing the Request for Proposal, in this case, Utah.

Mandatory Minimum Requirements: Requirements that must be met in order to be considered for further evaluation. Mandatory minimum requirements are non-negotiable. An offer that does not meet the mandatory minimum requirements will be disqualified from further consideration.

Master Agreement: The underlying agreement executed by and between the Lead State, acting on behalf of NASPO ValuePoint, and the Contractor, as now or hereafter amended.

MSDS or SDS or Safety Data Sheets: Material Safety Data Sheets. See www.msds.com for more information.

NASPO ValuePoint: Unified, nationally focused cooperative allegiance aggregating the demand of all 50 states, the District of Columbia and the organized US territories, their political subdivisions and other eligible entities, spurring best innovation and competition in the marketplace. See <http://www.naspovaluepoint.com/> for more information.

NFPA 260: National Fire Protection Association – Flammability requirements for textiles. See www.nfpa.org for more information.

OEM: Original Equipment Manufacturer of office furniture.

OSHA: Occupational Safety Health Administration. See www.osha.gov for more information.

Participating Addendum: A Participating Addendum must be executed by any State that decides to adopt a NASPO ValuePoint Master Agreement. A Participating Addendum must be executed for each Contractor by the individual State desiring to use their contract. Additional States may be added with the consent of the Contractor and the Lead State (on behalf of NASPO ValuePoint) through execution of Participating Addendums. A Participating Addendum allows for each Participating State to add Terms and Conditions that may be unique to their State.

The Participating State and the Contractor must negotiate and agree upon any additional Terms and Conditions prior to the signing and execution of the Participating Addendum. States are not mandated to sign a Participating Addendum with all awarded vendors.

Participating Entity: A state, or other legal entity, properly authorized to enter into a Participating Addendum. See Attachment A.

PUBLISHED COMMERCIAL PRICE LIST: Manufacturer's Price list, also known as the list price (attached to the Master Agreement as *Attachment D: Pricing Information* and incorporated by reference).

Purchasing Entity: A state (as well as the District of Columbia and U.S territories), city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

Qualified Entity: An entity that is eligible to use the Master Agreement(s).

Underwriters Laboratories: (UL) Independent, not-for-profit product safety testing and certification organization. See www.ul.com for more information.

Usage Report Administrator: A person responsible for the quarterly sales reporting and payments described in Usage Reporting Requirement section above.

Volume Discount: A percentage discount offered by the seller to the buyer for purchasing a stated dollar amount of furniture products to be delivered at one time or over a specified period.

Wooden: The term wooden is meant to include, wood, or wood veneer, or wood laminate.

15. Right to Publish

Throughout the duration of this procurement process and Master Agreement term, Offerors, OEM's and their Authorized Dealers must secure from the Master Agreement Administrator prior approval for the release of any information that pertains to the potential work or activities covered by this procurement or the Master Agreement. The OEM must not make any representations of NASPO ValuePoint's opinion or position as to the quality or effectiveness of the products and/or services that are the subject of this Master Agreement without prior written consent of the Master Agreement Administrator. Failure to adhere to this requirement may result in disqualification of the Offerors proposal or termination of the Master Agreement for cause.

16. Product Offering

All products offered must be new. Any used, shopworn, refurbished, demonstrator, prototype, or discontinued models are not acceptable.

17. Dedicated Website

The Contractor must maintain a contract website with a link for each Participating Entity. The purpose of this website is to inform end users of the individual state programs under any subsequent Participating Addendum. Such contract websites must, at a minimum, contain:

- a. Product offerings and options, limited to the products approved by each Participating Entity through their Participating Addendum.
- b. Maintain a list of Authorized Dealers within the Participating State's that are authorized to service the contract.
- c. Pricing information limited to the products approved by the Participating Entity through their Participating Addendum.

- d. The Contractor must have the website implemented within ninety (90) calendar days of execution of a Master Agreement or implementation of a Participating Addendum. Participating States will identify any State specific accessibility or other requirements during the Participating Addendum process.

18. Warranty

The OEM must, at a minimum, warrant the office furniture products and materials offered under this Master Agreement as defined below. OEM's may exclude textiles, color fastness, electrical components, pneumatic cylinders and other moving parts from the ten (10) year warranty but must describe the warranty offered and period of time for these items. If not explicitly excluded, they will carry the ten (10) year warranty. Specialty products, ancillary products, and accessories may be excluded from the following requirements and must offer a warranty minimum of five (5) years. Warranties must contain descriptive warranty information for all specialty products, ancillary products, and accessories.

- a. Systems Furniture – Minimum ten (10) years
- b. Desk/Tables - Minimum ten (10) years
- c. Filing and Storage - Minimum ten (10) years
- d. Seating - Minimum ten (10) years
- e. Products (including parts and components) that fail under normal use as a result of a defect in design, materials, workmanship, or installation must be repaired or replaced free of charge (including labor, delivery, and installation) throughout the warranty period.
- f. Products that require warranty repair or replacement must be repaired or replaced within a reasonable time frame that is agreed to in writing by the Participating Entity. This process is to ensure sufficient lead time for ordering warranty parts, components or products during the entire warranty period.

19. Geographic Coverage and Current Contracts

The Contractor must provide one (1) or more of the product categories and services listed in Section 1 to all members participating in the NASPO ValuePoint Cooperative Purchasing Program. The Contractor or Authorized Dealer must provide the associated design and installation services for the applicable product categories. All products and services must be provided to the entire State.

The Contractor must provide a listing of their current State and Local Government contracts (not GSA) in the United States for the provision of Office Furniture product categories provided in Section 1.

20. Insurance Requirement

Participating States will identify any State specific insurance requirements during the Participating Addendum process. The Insurance Requirements found in Section 21 of

Attachment A: NASPO ValuePoint Master Agreement Terms and Conditions will apply to all orders arising from this Solicitation.

21. Delivery Services

Unless otherwise noted on a purchase order the Contracted Supplier or its Authorized Dealer must comply with the following delivery requirements:

- a. The Contracted Supplier or its Authorized Dealer must be able to offer the following delivery methods. Systems Furniture require installation services. Pricing and fees for additional services, such as inside delivery, liftgate, dock delivery, and other non-standard requests, will be negotiated in the Participating Addendum process. All additional delivery charges must be included on the purchase order.
 - Drop Ship – FOB Destination Freight Prepaid. Product is brought to the tailgate or end of truck and purchasing entity is responsible to unload. No additional freight charges apply.
 - Dock Delivery – Products will be delivered and unloaded by a common carrier to a dock. There are times when a purchasing entity may want to order, as an example, seating or accessories, and does not need assistance with installation or assembly and prefers the product to delivery directly to their facility dock.
 - Inside Delivery – Products will be delivered by the Authorized Dealer inside an office building location as designated on a purchase order. Products will be unloaded and unboxed with no assembly required by the Authorized Dealer.
 - Liftgate Service – Products will be delivered to a receiving address that does not have a loading dock. Manual unloading is necessary and a liftgate truck that can raise and lower a shipment from the truck to the ground will be required.
 - Installation – Products will be delivered, unloaded, and assembled by the Authorized Dealer, according to design plan and to a move-in ready condition incorporating the *Installation of Products* requirements listed below.
- b. Delivery of goods must be made to any location specified on the purchase order. This could include multiple delivery locations on one (1) purchase order. These locations may include, but are not limited to, standard office buildings, high-rise office buildings, receiving docks, and staging areas.
- c. It must be the responsibility of the Contracted Supplier or its Authorized Dealer to offer the services required to deliver, unload, uncrate, and assemble items ordered from any product category offered.
- d. The Contracted Supplier or its Authorized Dealer is responsible for the removal of all packaging materials from the job site on a daily basis. Dumpster and trash receptacles that belong to the Purchasing Entity for the Participating State must not be used.

- e. Under no circumstances will Purchasing Entity personnel assist with unloading product.
- f. The Purchasing Entities may elect to accept partial deliveries, however, final payment will not be made until all products have been received and accepted unless a partial delivery was at the request of the Purchasing Entity.
- g. The Contracted Supplier or its Authorized Dealer is responsible for storage of product(s) prior to the delivery and installation date as established on the purchase order. If a delivery is delayed by the purchasing entity, they shall negotiate a new delivery date with the Contracted Supplier and revise the purchase order. Storage costs associated with the delayed deliveries requested by the purchasing entity will be negotiated on a project basis.
- h. Emergency or rush deliveries requested by the Purchasing Entity that require special shipping and handling charges may be at the Purchasing Entity's expense, but only with prior written approval from the Purchasing Entity and a delivery date agreement from the Contracted Supplier or its Authorized Dealer. Emergency or rush shipping charges must be added to an invoice as a separate line item.
- i. In the event emergency or rush delivery is required as the result of an OEM or Authorized Dealer's error; all shipping and handling charges must be paid by the Contracted Supplier, including all charges for shipping and handling to Alaska and Hawaii.
- j. The acceptance of delivery with or without objection shall not waive the right to claim damage for breach nor constitute a waiver of requirements for timely delivery or performance of any actions that must remain the obligation of the Contracted Supplier or Authorized Dealer. Unless otherwise stated in the Participating Addendum or project agreement, if delivery of critical components to perform job function are delayed more than ten (10) business days beyond the delivery terms as stated in the purchase order, the OEM or Authorized Dealer will be given the opportunity to provide a substitute product that meets the needs of the Purchasing Entity until the ordered product is delivered. The Purchasing Entity reserves the right to determine if the substitute product is acceptable and meets its needs. Should substitute product not meet the needs of the Purchasing Entity or if the OEM or Authorized Dealer does not provide a substitute product then the Purchasing Entity may impose a penalty equal to 3% of delayed product cost per week (Monday through Friday business week) for every week the delivery is delayed, assessed on the first day of each week. This penalty may be imposed at the discretion of the Purchasing Entity, but does not preclude the Purchasing Entity from compensation from the Contracted Supplier or Authorized Dealer for other expenses or penalties caused by the late delivery. Purchasing Entity acknowledges that Contracted Supplier and Authorized Dealer will not be liable to the extent that any such delays are caused by order changes requested by the Purchasing Entity, construction/inspection delays at Purchasing Entity's site, and/or force majeure events.

- k. All product shipped, with the exception of accessories, must have an identification tag/sticker which must include the following information: manufacturer's name, model number, and year built.

22. Damaged and Incorrect Products

- a. Damaged or incorrect products must be reported to the Contracted Supplier or their Authorized Dealer by the Purchasing Entity within 5 calendar days after the damage is noticed.
- b. The Contracted Supplier or their Authorized Dealer is responsible for pick-up and repair or replacement of all damaged goods within a reasonable time frame acceptable to the Purchasing Entity.
- c. The Contracted Supplier or their Authorized Dealer must bear all risk of loss or damage with respect to returned products except for loss or damage directly attributable to the negligence of the Purchasing Entity.
- d. The Contracted Supplier or their Authorized Dealer is responsible for filing all claims for damage with carriers or other responsible parties in a timely manner, per the *Freight Terms* above.
- e. The Contracted Supplier or their Authorized Dealer is required to keep the Purchasing Entities informed of the replacement process and delivery date for any and all replacement orders.
- f. The Purchasing Entity will not be charged a re-stock fee for any returns due to a Contracted Supplier error.
- g. In the event that a Purchasing Entity does not accept product due to damages or shipment error as described above, no Purchasing Entity, including Alaska or Hawaii, must pay additional shipping and handling charges for the shipment of replacement products.

23. Product Manuals

Upon request, an owner's manual, which may include installation instructions and serviceable parts lists, must be supplied for all procured products. Manuals may be available via the Contracted Supplier's website. The manuals must be available that contain complete assembly and disassembly instructions including all necessary parts lists and diagrams.

24. Customer Service

- a. The Contracted OEM Supplier must have one lead representative for each entity that executes a Participating Addendum. Contact information must be kept current.
- b. Purchasing Entities must have the option of ordering through the OEM direct or through the Authorized Dealer network.

- c. The Contracted OEM Supplier or their Authorized Dealer Customer Service Representative(s) must be available by phone or email at a minimum, from 8:00 A.M. to 5:00 P.M. on Monday through Friday for the applicable time zones.
- d. The Contracted OEM Supplier or their Authorized Dealer Customer Service Representative will respond to inquiries within one (1) business day.
- e. The Contracted OEM Supplier or their Authorized Dealer must provide Design Services for the applicable categories.
- f. The Contracted OEM Supplier or their Authorized Dealer must provide Installation Services for the applicable categories.
- g. Project Management Services must be provided by the contracted OEM supplier or their Authorized Dealer. It is no additional charge.
- h. Quotes provided to the entity by the Contracted OEM Supplier or their Authorized Dealer must contain, at a minimum, the following elements:
 - Contract number
 - Item list price
 - Contracted discount percent
 - Contract price
 - Installation and design fees shown as hourly rates
- i. Quotes provided by the Contracted OEM Supplier or their Authorized Dealer must be approved by the Purchasing Entity prior to work commencement.
- j. Invoices provided by the Contracted OEM Supplier or their Authorized Dealer must contain, at a minimum, the following elements:
 - Purchase order number or other identifying order number.
 - Contract number.
 - Payment terms must be in line with the NASPO ValuePoint Master Agreement or the entity Participating Addendum.
 - Pricing that reflects that which is on the purchase order or other ordering confirmation documentation as applicable (i.e. signed quote, work order etc.).

25. Performance, Certifications, Labeling, and Standards Requirements

All environmentally preferred products offered by the Contractor, if applicable, must comply with the most current version of the appropriate ANSI/BIFMA standard as well as comply with all applicable federal, state, municipality, local and borough, regulations, codes, and laws. If there is a conflict, the most stringent applies. All products offered in response to this solicitation must meet these standards. For standards that change during the course of the contract,

contractors would be allowed to request a specific period of time to allow for completion of the test when a standard is revised. The request shall include the revised standard, a list of associated product(s) affected, and the period of time that is required for completion of the test(s).

Only environmentally preferred product offerings must comply with both (A) and (B) below.

A. Products must comply with any one (1) of the certifications listed for 1 and 2, **AND any one (1) of the certifications listed for 3, 4, and 5, below:**

1. **BIFMA level® Certified:** BIFMA level® is a multi-attribute furniture sustainability that addresses the environmental and social impacts of furniture products and is based on a points system with three (3) levels of achievement.
2. **Cradle to Cradle Certified:** Cradle to Cradle is multi-attribute eco-label that evaluates a wide range of products across five (5) categories of human and environmental health. Product certification is awarded at five (5) levels (Basic to Platinum).
3. **GREENGUARD or GREENGUARD Gold:** A third party indoor air quality certification that addresses reduced chemical emissions (Volatile Organic Compounds -VOCs). There are two (2) levels of certifications featuring differing thresholds.
4. **SCS Indoor Advantage or SCS Indoor Advantage Gold:** A third party indoor air quality certification that addresses reduced chemical emissions (Volatile Organic Compounds VOCs). There are two (2) levels of certifications featuring differing thresholds.
5. **ANSI/ BIFMA Furniture Emissions Standards (M7.1 / X7.1-2011):** Other third party indoor air quality certifications that address reduced VOC emissions and that conform with the performance requirements for the emissions of VOC's as specified by ANSI/BIFMA Furniture Emissions Standards (M7.1/X7.1-2011)(R2016).

B. Clear Labeling of Upholstered Seating Products for Reduced Flame Retardant Chemical Content: All upholstered seating complying with Technical Bulletin 117-2013 shall be labeled consistent with the manner described in Section 19094 (b)(1) of the California Business and Professions Code and all products must be labeled as either containing or not containing flame retardants. Technical Bulletin 117-2013 is the California furniture flammability standard that has become the accepted national standard. It does not require the use of flame retardant chemicals and Section 19094 (b)(1) of the California Business and Profession Code specifies the proper labeling of these products.

26. Installation of Products

The Contracted Supplier or Authorized Dealer must take precautions during the installation of any product not to damage the premises or the property of the Purchasing Entity. If damages do occur as a result of operations under this contract, the Contracted Supplier or Authorized Dealer is responsible for ensuring that the affected area/item(s) are returned/restored to their original condition or the Contracted Supplier or Authorized Dealer must make restitution, as agreed upon by the parties.

General (applies to all product categories):

- a. The Contracted Supplier or Authorized Dealer must be fully responsible for the assembly team and the supervision of the team.
- b. The Contracted Supplier or Authorized Dealer is responsible for ordering any missing, damaged, or incorrect items upon discovery.
- c. The Purchasing Entity must incur no additional charges as a result of the Contracted Supplier or Authorized Dealer's error or omission.
- d. The Purchasing Entity reserves the right to hire or make arrangements for additional cleaning personnel if the Contracted Supplier, after notification and request for correction, is not able to properly clean and ready the site for occupation by the designated move in date.
- e. The cost of additional cleaning must be fully reimbursed by the Contracted Supplier or Authorized Dealer if the Contracted Supplier or Authorized Dealer does not correct the issue promptly to allow for occupation of the site on the designated move in date.
- f. Installation must happen in a manner that allows assembly and disassembly to occur with minimal disruption, time, noise volume, and space usage.
- g. The Contracted Supplier or Authorized Dealer must offer Design Services as described in the following section below.

Specific to Systems Furniture and Accessories:

- a. The Contracted Supplier or Authorized Dealer must work cooperatively with the Purchasing Entity and participate in the final walk-through inspection and provide a punch out checklist, if requested.
- b. The punch out written checklist must be a listing of any missing, incorrect, or damaged items.
- c. The Contracted Supplier or Authorized Dealer is responsible to ensure that a final cleaning will be completed prior to the final walk-through and must include a wet wipe down of all surfaces, vacuuming of carpet or broom sweeping of solid surface flooring, and any other cleaning required for the work stations to be in move-in condition.

Specific to Seating:

- a. The Contracted Supplier or Authorized Dealer must be fully responsible for the assembly of the product unless drop ship delivery or inside delivery is selected by the Purchasing Entity. Installed items must be fully assembled and ready for use within the agreed upon timeframe of the Purchasing Entity.

Specific to Desks, Tables, Filing, Metal Storage and Wooden Case-Goods:

- a. The Contracted Supplier or Authorized Dealer must be fully responsible for the assembly of installed product. Installed product must be fully assembled and ready for use on the agreed upon timeframe of the Purchasing Entity.
- b. The Contracted Supplier or Authorized Dealer must place all desk, tables, filing, metal storage and wooden case-goods in the location designated by the Design Plan or Purchasing Entity.
- c. The Contracted Supplier or Authorized Dealer is responsible to ensure that a final cleaning will be completed prior to the final walk-through and acceptance of all purchased items.

27. Full Design Services

OEM must provide, if offering panel systems furniture, through their Authorized Dealer network, to all Purchasing Entities, design, reconfiguration, and layout services at a contracted hourly rate for each State or authorized entity. The contracted hourly rate for design services shall be negotiated during the Participating Addendum process. The OEM Authorized Dealer working on projects that require such services will provide a detailed description of all services being provided and costs associated with them. Design fees must not exceed 3% of total product cost unless the Purchasing Entity agrees to additional charges in advance of services.

Design Service Fees may only be applied to designing panel systems furniture. Design Services Fees may not be applied to seating, standalone file cabinets, standalone desks, tables, or metal storage and wooden case goods. A Dealer may request an exception, directly to the purchasing entity, to the 3% cap or request that Design Fees be allowed for other furniture product categories for one or more of the following reasons. The request must be approved by the purchasing entity and must be included in the quote and, after approval, be included in the purchase order.

- A. The design project is more complex and requires more labor hours or expertise.
- B. The design project requires additional site visits or travel to remote locations.
- C. The design project is not typical and/or does not fall below the 3% cap.

The contracted hourly rate for these services will be negotiated during the Participating Addendum process by each Participating State.

Dealers can collect design fees only if they are awarded the project and must provide detailed quotes, as described in the *Customer Service* section above, free of charge. Project management Services must be provided free of charge.

Design Services applicable to Panel Systems Furniture:

- a. Fabric, paint, and finishes must be available electronically and incorporated in CAD drawings to aid in the selection process.
- b. The accuracy of all facility dimensions, obstructions, and attributes must be the responsibility of the Dealer.
- c. The Authorized Dealer is responsible for overages, shortages, or all other ordering errors resulting from orders based on the design work completed by the Authorized Dealer. Approval of design work by the Purchasing Entity does not constitute responsibility for the Authorized Dealer design or ordering process.
- d. If the Authorized Dealer is found to have designed and specified a new furniture installation which does not fit properly due to inaccurate floor plans, it is the Authorized Dealer responsibility (financially and logistically) to resolve the matter to the Purchasing Entity's satisfaction. No payment must be made until the issue is fully resolved and approved by the Purchasing Entity's project manager.
- e. The Authorized Dealer must provide an installation plan showing in detail, the position of all new furniture products, wall heights, colors, types of panels, and voice/data outlets. The Purchasing Entity's project manager shall approve, in writing, the final plan.
- f. The Authorized Dealer must be responsible for all plans and their review for correct product application and stability. The Authorized Dealer is responsible for notifying the Purchasing Entity's project manager immediately of any deviations or inconsistencies with product capabilities, including unusual assembly requirements.
- g. The Authorized Dealer is responsible for accurately specifying all necessary products including parts, components, connectors, fillers, trim pieces, and other items in the plan and on the component list. If parts are missing at assembly time, the Authorized Dealer is responsible for the quick shipment (within the agreed upon timeframe) of the missing parts.
- h. The Authorized Dealer must not charge a design fee to the Purchasing Entity for any designs completed during the quoting process. Design fees will be collected only if the Authorized Dealer is awarded the project.
- i. If a Purchasing Entity is reconfiguring an office space the Authorized Dealer must provide design services as a standalone service without the need to place an order for furniture. The Authorized Dealer must provide a not to exceed quote for design services prior to beginning work.

- j. The Authorized Dealer must comply with all applicable Federal, State, Borough, and Local regulations, codes, and laws and be liable for all required insurance, licenses, permits, bonds, taxes, inspections, and prevailing wage requirements.

Design services required for RECONFIGURATION of existing furniture:

These services are optional to the Participating Entity and the Authorized Dealer. The Authorized Dealer may or may not offer these services. If offered, the Participating Entity may or may not elect to include them in the Participating Addendum. If this optional service is offered by the Authorized Dealer and elected to be included by the Participating Entity, the terms and conditions, scope of work, and hourly rates shall be negotiated during the Participating Addendum Process.

- a. *PRODUCT INVENTORY. A designer is required to go out to the existing space and assess/inventory the existing furniture layout and products. A drawing and specification list of the existing furniture layout is required prior to beginning a reconfigure.*
 - i. *If the original design was completed by the Contracted Supplier or Authorized Dealer and they have the drawings/design on file, the Authorized Dealer shall verify the existing layout against the drawings then update the drawings to verify we have an accurate design/layout/count of existing products prior to beginning the new design.*
 - ii. *If the original design was not completed by the Contracted Supplier or Authorized Dealer or they don't have drawings/design on file, then the Authorized Dealer shall need to create a new set of drawings that reflect the current furniture layout prior to beginning the new design.*
- b. *FIELD VERIFICATION of facility dimensions, this includes going on site to inspect and measure the space along with updating the customer provided CAD drawings to reflect accurate dimensions, or creating the CAD drawings if they don't exist.*
- c. *FURNITURE SPACE PLANNING, LAYOUT, and 3D RENDERING, this may include multiple revisions based on Purchasing Entity feedback. Space planning may include preliminary block plans to determine space utilization or may include specific product application and design. Designers shall ensure that drawings meet all building, electrical and fire codes, and may obtain approval from building department as required.*
- d. *FURNITURE SPECIFICATION, this includes creating parts lists based on the layout of the space, application of CMF, and specification/coordination of electrical/data. This also includes a double check of work to make sure all specifications meet code and match the requested finishes, quantities and sizes on the floor plan. This may also include time to research and present multiple product options as requested. Each time the layout or CMF is revised the specification must also be revised. A proposal is created from final specifications and allows an order to be placed.*

- e. *COLOR, MATERIAL and FINISH (CMF) recommendations. This may include time to research and present multiple options as requested. When a Purchasing Entity's own material (COM) is selected, a designer must spend time verifying yardage and application of COM along with availability and compatibility on product. Each time colors or finishes are revised by a Purchasing Entity the specification must also be revised.*
- f. *FINAL FLOOR PLANS are created and used for Purchasing Entity sign off and installation, to include furniture layout, electrical/data locations, etc. These may be provided to a Purchasing Entity as a printed copy or electronic PDF format.*
- g. *The Authorized Dealer must comply with all applicable Federal, State, Borough, and Local regulations, codes, and laws and be liable for all required insurance, licenses, permits, bonds, taxes, and inspections*

28. Product Mandatory Minimum Requirements:

The Mandatory Minimum Requirements section for each product category has a series of line items for the product offered in response to the product category offering.

Workspace Furniture

The Workspace Furniture category is described as the following subcategories: Systems Furniture and Accessories; Desks/Tables; and Filing and Storage.

Systems Furniture and Accessories: Systems furniture, including monolithic and frame and tile, is a generic term for panels, work-surfaces, shelves, and other items sold by a single manufacturer as a package for furnishing offices. Cubicles and the sea of cubicles are the items most often associated with systems furniture, but other open plan arrangements such as office landscape are included.

Desks/Tables: A desk/table is a freestanding unit having a work surface that is supported by legs or pedestals, in some instances; the unit will have drawer(s), doors, or other storage elements. Free-standing desks, conference room tables, small office tables, side tables, and dining tables are included in this category. The term wooden is meant to include, wood, or wood veneer, or wood laminate.

Filing and Storage: The filing and storage category includes, but is not limited to; bookcases, wardrobes, cabinets, Free-standing and mobile pedestals, and wall mounted shelving. The term wooden is meant to include, wood, or wood veneer, or wood laminate.

Workspace Furniture Mandatory Minimum Requirements:

All Offerors must meet the requirements listed in Sections (a) through (h). A NO response on the RC17020 Attachment C: Acceptance document will disqualify this product category from further evaluation.

- a. Offers for the Workspace category must include, at a minimum, **System Furniture and Accessories:** Monolithic and Frame & Tile products; **Desks and Tables:** Free-standing

desks, conference room tables, small office tables, side tables; and **The Filing and Storage:** bookcases, wardrobes, cabinets, Free-standing and mobile pedestals.

- b. All products offered in response to this RFP must be standard catalogue items for which printed literature, specifications, and certified test results are available. All panel system products offered in response to this RFP must meet or exceed most current applicable test and performance standards prescribed in ANSI/BIFMA X5.6-2016 Panel Systems – Tests, all desks and tables offered in response to this RFP must meet or exceed most current applicable test and performance standards prescribed in ANSI/BIFMA X5.5-2014 Desks/Table Products – Tests, all storage products offered in response to this RFP must meet or exceed the most current applicable test and performance standards prescribed in ANSI/BIFMA X5.9-2004 Storage Units – Tests. Do not submit independent test data or published literature to prove compliance with ANSI/BIFMA, however, the Participating Entities reserve the right to request second party testing data at any time.
- c. Workspace furniture must be designed in a manner that allows assembly and disassembly to occur with minimal disruption, time, noise volume, and space usage. Workspace furniture must be designed in a manner that components may be completely removed from one side without disturbing the other workstation.
- d. After award, individual quotes to Purchasing Entities must include all miscellaneous items (hardware, brackets, clamps, braces, etc.) that would be necessary for the installation and layout in compliance with the manufacturer's recommendation. Manufacturer's standard trim for all exposed panel ends, panel junctions, corners or changes in height must be included in the quote. Additional items or charges cannot be added after award of order, unless prior approved by the Purchasing Entity.
- e. Component mounting hardware must be concealed from view or flush, and feature safety locking devices or be manufactured in a manner to prevent accidental dislodging. Exposed fasteners (screw heads, bolts, hinges, etc.) that are not flush mounted are not permitted. All connectors and fasteners must be capable of being installed and dismantled without damage to panels or adjacent surfaces.
- f. Case -goods must be designed in a manner that allows assembly and disassembly to occur with minimal disruption, time, noise volume, and space usage.
- g. All product shipped must have an identification tag/sticker which must include the following information: manufacturer's name, model number, and year built.
- h. OEM must provide standard trim for all exposed ends, junctions, corners or changes in height.

Desks/Tables

A desk/table is a freestanding unit having a work surface that is supported by legs or pedestals, in some instances; the unit will have drawer(s), doors, or other storage elements. Free-standing desks, conference room tables, small office tables, side tables, and dining/café tables are included in this category. The term "wooden" is meant to include, wood, or wood veneer, or wood laminate.

Desks/Tables Mandatory Minimum Requirements:

All Offerors must meet the requirements listed in Sections (a) through (e). A NO response on the RC17020 Attachment C: Acceptance document will disqualify this product category from further evaluation.

- a. Offers for the Desks/Tables category must include, at a minimum, Free-standing desks, conference room tables, and small office tables.
- b. All products offered in response to this RFP shall be standard catalogue items for which printed literature, specifications, and certified test results are available. Desks and tables offered in response to this RFP must meet or exceed most current applicable test and performance standards prescribed in ANSI/BIFMA X5.5-2014 Desks/Table Products – Tests.
- c. Desks and Tables furniture must be designed in a manner that allows assembly and disassembly to occur with minimal disruption, time, noise volume, and space usage. Furniture must be designed in a manner that components may be completely removed from one side without disturbing the other workstation when in an open floorplan or collaboration workstation layout.
- d. All product shipped must have an identification tag/sticker which must include the following information: manufacturer's name, model number, and year built.
- e. After award, individual quotes to Purchasing Entities must include all miscellaneous items (hardware, brackets, clamps, braces, etc.) that would be necessary for the installation and layout in compliance with the OEM's recommendation. OEM's standard trim for all exposed corners or changes in height, if applicable, must be included in the quote. Additional items or charges cannot be added after award of order, unless prior approved by the Purchasing Entity. OEM must provide standard trim for all exposed ends, junctions, corners or changes in height.

Filing and Storage

The filing and storage category may include, but is not limited to; bookcases, wardrobes, cabinets, Free-standing and mobile pedestals, and wall mounted shelving. The term “wooden” is meant to include, wood, or wood veneer, or wood laminate.

Filing and Storage Mandatory Minimum Requirements:

All Offerors must meet the requirements listed in Sections (a) through (g). A NO response on the RC17020 Attachment C: Acceptance document will disqualify this product category from further evaluation.

- a. Offers for the Filing and Storage category must include, at a minimum, bookcases, wardrobes, cabinets, and Free-standing and mobile pedestals.
- b. All product offered in response to this proposal must meet current ANSI/BIFMA Storage Units – Tests. The Participating Entities reserve the right to request second party testing data. Do not submit independent test data or published literature to prove compliance

with ANSI/BIFMA, however, the Participating Entities reserve the right to request second party testing data at any time.

- c. All products offered in response to this RFP shall be standard catalogue items for which printed literature, specifications, and certified test results are available.
- d. After award, individual quotes to Purchasing Entities must include all miscellaneous required items such as hardware, brackets, clamps, braces, etc. that would be necessary for the installation and layout in compliance with the manufacturer's recommendation. Additional items or charges cannot be added after award of order, unless prior approved by the Purchasing Entity.
- e. Case-goods must be designed in a manner that allows assembly and disassembly to occur with minimal disruption, time, noise volume, and space usage.
- f. All products shipped must have an identification tag/sticker which must include the following information: manufacturer's name, model number, and year built.
- g. All exposed ends, junctions, corners or exposed changes in height must be finished and color matched.

Seating

Seating is high back and standard executive chairs, conference room chairs, task/work chairs that may have multiple seat pan sizes that are either mesh back or fabric with arms or without, reception/lounge seating and guest/side chairs that have both four (4) point and star bases. Other optional products in this category include dispatch chair, stackable/foldable chairs and stationary and height adjustable stools.

For the OEM's offering in the traditional executive furniture category, appropriate seating for that category will be evaluated along with the executive furniture case goods.

Seating Mandatory Minimum Requirements:

All Offerors must meet the requirements listed in (a) through (f) below. A NO response on the RC17020 Attachment C: Acceptance document will disqualify this product category from further evaluation.

- a. Offers for the Seating category must include, at a minimum, high back and standard executive chairs, conference room chairs, and task/work chairs that are either mesh back or fabric with arms or without.
- b. All product offered in response to this proposal must meet ANSI/BIFMA X5 1-2011, or most current version, General Purpose Office Chairs- Tests, and California Technical Bulletin 117-2013, or most current version, Requirements, Test Procedure and Apparatus for Testing and Flame Retardance of Resilient Filling Materials used in upholstered furniture, January 2015 edition, also known as Technical Bulletin 117. If any of these standards change over the life of the Contract the Contract vendor must demonstrate that their products meet the new standards. The Participating Entities reserve the right to request second party testing data. Do not submit independent test data or published

literature to prove compliance with ANSI/BIFMA, however, the Participating Entities reserve the right to request second party testing data at any time.

- c. All products offered in response to this RFP must be standard catalogue items for which printed literature, specifications, and certified test results are available.
- d. Seating must be designed in a manner that allows assembly and disassembly to occur with minimal disruption, time, noise volume, and space usage.
- e. Polyurethane foams must have a minimum polymer density of 1.7 PCF or higher. Cannot be loaded or filled foam. Minimum IFD Softness value is 28-32 medium.
- f. All product shipped must have an identification tag/sticker which must include the following information: manufacturer's name, model number, and year built.



Attachment C

Allsteel OEM Qualifications and Warranty

NASPO ValuePoint Office Furniture

RC17020 ALLSTEEL OEM QUALIFICATIONS AND WARRANTY

“REDACTED”

3.2 WARRANTY

A. To what extent does the OEM's standard warranty for each product category exceed the minimum warranty requirement stated in Section 2.4 Warranty?

Allsteel provides a "Lifetime Warranty" on all of our product lines. We warrant our products to be free from defects in material and workmanship for as long as the original purchaser owns them. Our dealer partners are committed to providing labor required to repair or replace warranty items at no charge to the customer. This commitment is included in our Dealer Agreements which are renewed each year. The following is a list of the applicable warranties to each product category.

- a. Systems Furniture – Lifetime Warranty
- b. Seating – Lifetime Warranty
 - #19®, Access®, Acuity®, Clarity®, Inspire®, Lyric™, Quip, Relate®, Scout, Seek®, Sum, Trooper® asynchronous and synchro-title models are warranted for multiple shifts and users up to 300 lbs. Mimeo is warranted for multiple shifts and users up to 350 lbs. Lyric Large & Tall is warranted for multiple shifts and users up to 400 lbs. Trooper Large & Tall is warranted for up to 500 lbs. All other Allsteel chairs and components are warranted for single-shift, 40-hour work week usage.
- c. Desk/Tables – Lifetime Warranty
- d. Traditional Executive Furniture – Lifetime Warranty
- e. Filing and Storage – Lifetime Warranty
- f. Architectural Walls – Lifetime Warranty
- g. Mobile and Portable Workstations – Lifetime Warranty

Allsteel provides its Lifetime Warranty on specialty products, ancillary products, and accessories except as notated below.

- a. Wood seating, stacking chairs, Sum® AutoFit® technology, and laminates – warranted for 10 years.
- b. Link™ LED light – warranted for 5 years.
- c. Wand™ LED light fixture – warranted for 5 years.
- d. Beyond™ Movable Walls – warranted for 10 years; moving parts such as door hardware and door mechanisms – warranted for 5 years.

Allsteel provides its Lifetime Warranty on textiles, electrical components, pneumatic cylinders, and other moving parts except as notated below.

- a. Wood products and electrical components, seating controls, pneumatic cylinders, glides, casters and polymer-based components and foam – warranted for 12 years.
- b. User-adjustable worksurface mechanisms, table arm mechanisms, Mimeo® mesh, Quip™ mesh, Scout® mesh, panel and seating upholstery fabrics, and other covering materials – warranted for 5 years.
- c. Marker board surfaces and upholstery on Gather™ products – warranted for 3 years.
- d. Undercabinet lights – warranted for 3 years; power supply – warranted for 1 year.
- e. Wand™ power supply – warranted for 3 years.

HBF provides a 12-year warranty on all its product lines. HBF provides this warranty on textiles, electrical components, pneumatic cylinders, and other moving parts except as notated below.

- a. Seating controls and adjustment mechanisms – warranted for 5 years.
- b. Electrical components and power supplies, ballasts – warranted for 5 years.
- c. Height adjustment mechanisms and pneumatic cylinders – warranted for 5 years.
- d. Monitor supports and tablet arm assemblies – warranted for 5 years.
- e. Wood, wood veneer, linoleum, low (LPL) and high (HPL) pressure laminate surfaces, solid surfaces, urethane, wood and wood edge treatments – warranted for 5 years.
- f. Upholstery materials, leather and tailoring – warranted for 5 years.
- g. Casters, glides, exposed wood frames and legs, marker and tack board surfaces – warranted for 3 years.

Gunlocke provides a 12-year warranty on all its product lines. Gunlocke provides this warranty on textiles, electrical components, pneumatic cylinders, and other moving parts except as notated below.

- a. Casters and glides – warranted for 5 years.
- b. Electrical components – warranted for 10 years.
- c. LED lights – warranted for 3 years.

3.2 WARRANTY

d. Height adjustable electrical components – warranted for 5 years.

B. Describe how access to warranty documents or warranty information is made available to a Participating Entity.

Allsteel makes warranty easy by providing its “Lifetime Warranty” on all products. All information regarding the Lifetime Warranty is provided in one single document. A copy of this document will be provided to each Participating Entity.

There are several easy ways to access warranty information. All warranty information can be found on the Allsteel public website as well as the NASPO specific portal. As our servicing partners, Authorized dealers can also provide all warranty information to Participating Entities. They have access to all purchases made under the NASPO contract and can easily assist each Participating Entity with all warranty work. Additionally, Allsteel Customer Support can provide this information upon request. Each Allsteel product is shipped with a bar code containing specific product information such as model number and finishes along with an 800 number. This number will link participating entities directly to our corporate office. Through this serial number, our representatives can provide information specific to the product in question.

C. Provide the number of claims filed for each of the following product categories listed for calendar year 2016 (as applicable to the categories you are offering).

Annual number of claims by product line is considered proprietary information; however, we do track our Customer Complaints per Million units shipped (CCPM). We have provided our latest quality metric showing the improving trend in customer complaints over the last five years.

Customer Complaints per Million (CCPM) is an important metric and is part of our Rapid Continuous Improvement process. We strive each year to achieve our goal of a reduction in CCPM rate.

D. Describe your firm’s policy in regards to how the warranty applies to products that have been discontinued.

Regardless of whether the product is discontinued, Allsteel shall repair or replace with comparable product (at Allsteel’s discretion), free of charge, any Allsteel product or component that fails under normal commercial office use. Please review the provide copy of our Lifetime Warranty for further details.

E. To what extent beyond ten years or the warranty expiration period as defined in Section 2.4 are parts and components available for products that have been discontinued?

Allsteel is committed to providing furniture that incorporates purposeful design and ongoing product compatibility. As a part of this commitment, Allsteel will provide parts and components to the original owner for the useful life of the product.

We are committed to ongoing product compatibility into the foreseeable future.

Over time, fabrics and finishes can go out of style; Due to this market demand, our suppliers do not retain a continuous supply of all fabrics and finishes. As these items are largely sourced from other vendors, it is difficult for us to guarantee ongoing availability. We work very closely with our vendors to insure the fabrics and finishes we have within our product offering will be available long term. If a fabric or finish is discontinued from our supplier, we are advised at least one year prior to the discontinuation. This allows us to work with our customers to provide an alternate material. Please review the provide copy of our standard warranty for further details.

F. Submit a copy of the manufacturer’s standard warranty for each product category.

Please see the warranty information listed on the following page.

3.2 WARRANTY - ALLSTEEL

Allsteel Inc. warrants its products to be free from defects in material and workmanship for as long as the original purchaser owns them, except as set forth below.

Allsteel shall repair or replace with comparable product (at Allsteel's discretion), free of charge, any Allsteel product or component manufactured after January 29, 2017, that fails under normal commercial office use.

This warranty is subject to the following provisions:

Some natural variations occurring in wood, leather, or other natural materials are inherent to their character and not considered defects. Allsteel does not warrant the colorfastness or matching of colors, grains, or textures of these materials. Additionally, a Customer's Own Material (COM) selected by, and used at the request of, a user is not warranted.

The materials and components listed below are covered according to the following schedule from the date of sale:

- Wood products and electrical components (lamps and ballasts are not covered), seating controls, pneumatic cylinders, glides, casters and polymer-based components, and foam — 12 years
- Wood seating, stacking chairs, Sum® AutoFit® technology, and laminates — 10 years
- User-adjustable worksurface mechanisms, tablet arm mechanisms, interior woodframed seating and lounge products, occasional tables, Mimeo™ mesh, Quip™ mesh, Scout® mesh, panel and seating upholstery fabrics, and other covering materials — 5 years
- Marker board surfaces and upholstery on Gather™ products — 3 years
- #19®, Access™, Acuity®, Clarity®, Inspire®, Lyric™, Relate®, Scout, Seek®, Sum, and Trooper® asynchronous and synchro-tilt models are warranted for multiple shifts and users up to 300 lbs. Mimeo is warranted for multiple shifts and users up to 350 lbs. Lyric Large & Tall is warranted for multiple shifts and users up to 400 lbs. Trooper Large & Tall is warranted for multiple shifts and users up to 500 lbs. All other Allsteel chairs and components are warranted for single-shift, 40-hour workweek usage.
- #19 chair, including components and material, is warranted for as long as the original purchaser owns the chair.

- #19, Access, Acuity, Clarity, Lyric, Relate, and Seek mesh/carriers and Mimeo and Quip carriers are considered structural chair components and as such are warranted for as long as the original purchaser owns the chair.
- Undercabinet LED light — fixture warranted for 3 years; power supply warranted for 1 year
- Link™ LED light — 5 years
- Wand™ LED Light — fixture warranted for 5 years; power supply warranted for 3 years
- Beyond™ Movable Walls — 10 years; moving parts such as door hardware and door mechanisms — 5 years; customer's own hardware — supplier warranty

This warranty does not apply to:

- Normal wear and tear over the course of ownership, including fabric puddling
- Damage from sharp objects (e.g., writing utensils, heeled shoes, scissors, jewelry, keys)
- Modifications or attachments to the product not approved by Allsteel
- Products not installed, used, or maintained in accordance with product instructions and warnings
- Products used for rental purposes
- Damage caused by the carrier in-transit, which is handled under separate terms
- Third-party products. Allsteel, to the extent possible, will pass through to the original purchaser (and process claims under) any warranty provided by manufacturers of undercabinet lighting, ergonomic work tools, or other third-party products supplied by Allsteel.

TO THE EXTENT ALLOWED BY LAW, ALLSTEEL MAKES NO OTHER WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALLSTEEL WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES.

This warranty applies only to products sold within the United States of America and the Commonwealth of Canada. Your Allsteel Dealer is our mutual partner in supporting your warranty requests. To obtain service under this warranty, please contact your Allsteel Dealer.

3.2 WARRANTY - HBF

HICKORY BUSINESS FURNITURE dba HBF

LIMITED WARRANTY

Hickory Business Furniture, dba HBF, warrants to the original purchaser that its products are free from defects in materials and workmanship for a period of twelve (12) years from date of shipment, except as noted below. This warranty applies to single shift (standard 8-hour day, 5 days per week) use, and covers products delivered in the Americas: Canada, the Caribbean, Latin America, Mexico and the United States.

Exceptions

5 Years

Stacking chairs, metal chair frames, seating components including controls and adjustment mechanisms, electrical components and power supplies, ballasts, height adjustment mechanisms and pneumatic cylinders, monitor supports and tablet arm assemblies, wood, wood veneer, linoleum, low (LPL) and high (HPL) pressure laminate surfaces, solid surfaces, urethane, wood and wood edge treatments, upholstery materials, leather and tailoring.

3 Years

Casters, glides, exposed wood frames and legs, marker and tack board surfaces, granite, marble and glass surfaces, and replacement parts.

2 Years

Licensed products are warranted to the original purchaser to be free from defects in materials and workmanship for a period of two (2) years from date of shipment, except as noted under the exclusions below.

Exclusions

Warranty does not apply to product failure or loss resulting from:

- Acts of nature, civil disobedience or social unrest.
- Normal wear and tear.
- Failure to apply, install, clean or maintain products according to published HBF or manufacturer instructions and guidelines.
- Use of harsh, abrasive or acidic cleaning agents; and chemicals or agents that may alter or degrade the structural integrity of the product.
- Physical or chemical abuse, misuse, neglect or accident.
- Unauthorized alteration or modification of the product.
- Unauthorized repair of the product.
- Products exposed to extreme environmental conditions, direct sunlight or improper storage.
- Products exposed to outdoor use, unless manufactured specifically for outdoor conditions.
- Products used for rental purposes.
- Substitution of any unauthorized components that are integral to the performance of the product.

Warranty does not cover:

- Gubi licensed products are covered for two (2) years, from date of shipment.
- Replacement parts are covered for three (3) years of the balance of the original warranty, whichever is longer. Replacement parts for licensed products are covered for one (1) year of the balance of the original warranty, whichever is longer.
- Damage caused by carriers or concealed damage. Damage caused in-transit will be handled under separate terms.
- Damage caused by dealers and their subcontractors or agents.
- Custom and special product(s) are covered for three (3) years, and all other exclusions apply.
- Customer's own materials including, but not limited to solid surfaces, linoleum, laminates, textiles and upholstery materials, leathers, wood and wood veneers. These materials are subject to the original manufacturer's warranties only.
- Variations in surface and solid materials including color, grain, marbling, texture and veining.
- Variations in leather such as scars, wrinkles, and other marks.
- Variations in wood such as color, staining, grain, scars and other marks.
- Color fastness due to aging or exposure to sunlight.
- Consumables, such as batteries, light bulbs and lamps.
- Products purchased "as is", used or secondhand.
- Products sold by unauthorized dealers or installers.

Warranty Provides Exclusive Remedies

Under this warranty, if a product fails during normal use during the warranty period as a result of a defect in materials or workmanship, HBF will, at its sole discretion, either repair or replace the product free of charge, which includes delivery and labor costs. If HBF determines the repair or replacement of the product(s) is not commercially practical, HBF may choose to refund the purchase price of the affected product.

This warranty applies to products purchased on or after June 1, 2017. For products purchased prior to June 1, 2017, please refer to the warranty terms and conditions in effect at that time.

THIS LIMITED WARRANTY IS THE SOLE REMEDY FOR PRODUCT DEFECT AND NO OTHER EXPRESS OR IMPLIED WARRANTY IS PROVIDED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. HICKORY BUSINESS FURNITURE SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES.

This warranty is non-transferable and valid to the original purchaser only. Warranty is enforceable only if products were acquired and installed by Hickory Business Furniture or one of its Authorized Resellers.

3.2 WARRANTY - GUNLOCKE

Subject to the limitations set forth below. The Gunlocke Company warrants to the original purchaser all product in our price list to be free from defects in material and workmanship for a twelve year period from the date of shipment. This 12-year warranty applies to all products sold and installed by a Gunlocke authorized agent for normal commercial single shift service. Gunlocke will repair, or at its option, replace defective merchandise, free of charge. The following components not manufactured by Gunlocke have the following warranties:

- High wear components such as casters and glides are warrantied for five years after date of shipment to original owner.
- Electrical components are warrantied 10 years from date of manufacture with exception of lamps and ballasts which are not warrantied. This includes Fluorescent Tasklights.
- LED tasklights are warrantied for 3 years from date of shipment to original owner.
- Drawer suspensions are warrantied for lifetime of product after shipment to original owner.
- Personal corners including covering (leather) are warrantied for three years of single shift and normal use after shipment to original owner.
- Height adjustable electrical components are warrantied for five years of single shift and normal use after shipment to original owner.

Any non-standard material selected by the customer is not warrantied. Neither does this warranty apply to damage resulting from accident, alteration, or misuse, as well as damage from normal wear and tear such as dents, nicks, scratches, fading and improper maintenance. That is, Gunlocke's warranty is only valid if products are given proper use and care. Gunlocke assumes no responsibility for product damages resulting from improper installation or user modification.

WOOD FURNITURE

Wood owes its inherent beauty to variations in color, grain, and texture, and therefore, these variations are not considered defects. There may be minor variations from one piece of furniture to the next even though they are finished at the same time. Exposure to light and the aging process will cause a darkening of natural wood products. Light finishes on wood products do not mask the natural characteristics of wood. The Gunlocke Company does not guarantee the exact matching of grain, pattern, and color.

These finishes do not cover any of the natural characteristics of the wood, including nature's colorations, pitch pockets, and the variations of steambent wood. Merchandise will not be replaced because of these natural variations.

It is expressly understood and agreed that the buyer's sole and exclusive remedy for any and all losses or damages resulting from nonconforming goods, or from any other cause, shall be repair or replacement of defective parts, and that Gunlocke shall not be liable for damages or injury to persons or property, nor for replacement of the entire commercial unit, if repair or replacement of defective parts can reasonably render the unit conforming.

All warranty claims must be made in writing by the original owner. Owner may be required to produce the invoice or other evidence to establish that a claim is within the warranty period. Warranty claims may be submitted on the Gunlocke website. www.gunlocke.com/productservice/

As stated and illustrated on the website, serial numbers are required to process a warranty claim. No person, firm or corporation is authorized to assume for Gunlocke any liability in connection with the sale or installation of Gunlocke products except as stated above. All other warranties, expressed or implied, are excluded. Gunlocke shall not be liable for incidental or consequential damages of any sort.

3.3 WEBSITE

A. Describe in detail the features, benefits and capabilities the website offers.

Allsteel can provide customized websites with varying levels of capabilities depending on NASPO ValuePoint's or the Participating Entity's requirements. We currently provide web pages on our public site for NASPO ValuePoint, including separate webpages individually customized for each Participating Entity. Each open, dedicated URL provides the contract-related content approved by the state Participating Entity which can include ordering instructions, authorized servicing dealers, contact information, published price lists, discount matrices, product images, as well as environmental information like certifications and recycled content.

We will work with each Participating Entity to determine any additional content needs. If additional functionality is beneficial to the Participating Entity, Allsteel manages a technology platform that can also provide a secure, dedicated site for each Participating Entity that offers additional benefits of punch out catalogs, e-procurement, and asset management. Allsteel's customer web portal (Account Portal) system is the customizable web-based tool that is utilized to meet the needs of each Participating Entity. The Account Portal includes an online Resource Center. The online Resource Center provides a library to store a variety of information, from project files to product imagery to contacts. Our goal is to make it easy to find the information you need when you need it. The portal also provides e-Procurement capabilities to create efficiencies in the ordering process. The user can browse the product catalogs and load product into a shopping cart which can be integrated into the customer's procurement system. The system also supports a quote workflow for posting and transferring of project quote information to the procurement system, SciQuest.

The Inventory/Asset Management application is also integrated into the Account Portal and allows you to view the inventory you have in storage and make decisions to achieve a better return on the warehoused assets. As items are warehoused, they are entered in the database which provides the user with an immediate view of the product available for reuse. The tool also has

functionality to compare existing customer inventory to workstation typical files to determine missing components to order, reduces unnecessary spend on new product. Finally, reporting and metrics can be provided within the Account Portal. A needs assessment will be used to determine the reports that fulfill the customer requirements. We will work with each Participating Entity to determine the requirements of each customized website and any associated costs of implementing the Account Portal, if required.

B. To what extent does your website provide detailed information on product offering, color and fabric options, pricing, and product compatibility?

The websites will provide detailed information on the products approved by each Participating Entity. The public sites will have embedded content for each approved product line to include brochures, product descriptions, published pricing, discount matrices or calculations, imagery, and environmental information like certifications and recycled content.

There will be a link to fabric options that includes digital swatches and pertinent fabric information. Detailed information around product compatibility can also be added as required.

C. Describe the websites ability to search Authorized Dealers in the geographic area of each Participating Entity?

The websites, whether secured or public, will provide lists of authorized dealers within the geographic area of each participating entity. You can search by City, State or Zip Code.

D. Describe website training offered by your firm.

Allsteel's primary training is web-based and includes field sales and dealers training, compliance and process training. We are very well equipped to develop and deliver training to all Participating States. Upon award of a contract, Allsteel will immediately develop web-based training specific to the NASPO Valuepoint agreement for each participating state.

3.3 WEBSITE

E. Do you identify environmental products with labels to alert the purchasing entity of the environmental attribute?

Our website allows users to view individual products. Each product page contains an “Environmental Information” section specific to the product. Available for download are the following documents: BIFMA level certificates, Environmental Data Sheets, Indoor Advantage Gold certificates. Select products are Cradle to Cradle Certified™ Bronze and/or have Environmental Product Declarations. These documents are also available for download.

F. Explain the accessibility, functionality, or level of website compliance with WCAG 2.0 requirements (Web Content Accessibility Guidelines). WCAG is developed through W3C process for standardization of web content accessibility.

Allsteel makes every effort to comply with WCAG 2.0 standards. Our primary areas of focus are text alternatives for non-text content, color contrast, and accessible navigation. We are also currently evaluating audio options throughout our site to create a more interactive experience that will meet WCAG audio compliance standards.

3.4 CUSTOMER SERVICE

A. Describe in detail how your firm proposes to provide satisfactory product representation and sales support to Participating Entities and how will the Participating Entity be notified of changes to the representative contact information.

Due to the complexities of a multi-state contract, Allsteel will provide a multi-layer support model. The NASPO contract will be assigned a Government Account Executive (GAE) responsible for the overall management of product representation and sales support who will be the primary point of contact for NASPO.

Each state will have a local Market Development Manager for day to day support to both the end users and our servicing dealers. The GAE will coordinate with each Market Development Manager to ensure that all updates to both product and representation are communicated to each Participating Entity. This Market Manager will work with all participating dealers to ensure that they have the necessary contract information and product knowledge to successfully satisfy each Participating Entity's needs. Key dealer resources will consist of project managers, designers, and certified installers. Allsteel will complement this effort with a dedicated customer support team in our corporate office.

B. To what extent are your firm's services centers open beyond the minimums described in Section 2.11?

In addition to our standard customer support hours of 7:00 am – 7:00 pm CST, Mon-Fri, we accept emails and orders 24 hours a day and commit to respond to all inquiries within 4 to 6 hours of receipt during our normal business hours. Our electronic order entry system allows orders to be placed 24 hours a day, seven days a week.

If a situation arises where assistance is needed off-hours, your Government Account Executive, Market Manager, or Dealer Representative is available via email or phone.

C. Describe the ordering options available including OEM direct, Authorized Dealer network, and website ordering.

Allsteel can support orders received directly from the Participating Entity, through our dealer network, and

through a web-based ordering system.

DIRECT: Our EDI capabilities support the X12 standards for many different document types. The primary transport mechanism used for these types of documents is a VAN (Value Added Network). In addition to using a VAN, we have several other transport mechanisms in place, including the ability to import files (XML and SIF) through an online web application. Allsteel will support electronic orders from Ariba and has the potential to support other procurement systems as well, if needed. We look forward to reviewing system requirements with you at your request.

Other direct order options include facsimile and email. Your dedicated customer support team will enter these orders into our system upon receipt and in turn provide you with confirmation.

We accept credit and P-cards at time of order entry; however, we will not process until the product ships. Standard Invoicing can also be paid by credit cards or EFT, wiring information is included on each invoice.

DEALER: Orders can be placed with your local Allsteel dealer. Our dealers enter orders electronically through a web-based Synergy program. This program allows the dealers to access order information 24/7 and provides real-time order status.. Our dealers receive acknowledgments of all orders within 24 hours.

ONLINE: Allsteel's online portal is capable of interfacing with e-ordering tools. We can support the following EDI documents: 850 Order; 855 Acknowledgement; 856 Shipment Notification; and 810 Invoicing. Allsteel can also support XML standards for order data transmission. In addition, we can provide a punch-out function from State systems using cXML. Our team will work with each Participating Entity on any custom interfaces.

D. Describe the process that will be used to ensure that a Customer Service Representative will respond to all inquiries within one (1) business day.

Our goal is to respond to any email or voicemail within 4-6 business hours. All incoming calls and emails are automatically routed to the next available customer

3.4 CUSTOMER SERVICE

support member. We measure the wait time for each call as well as the time it takes to resolve an issue. If an issue is unresolved in 24 hours, it is placed on a 'hot sheet' that is elevated to a customer support manager who will respond directly to the customer or dealer. These very important metrics are reviewed weekly to insure we are meeting our 4-6 hour response goal.

E. Describe the design and installation services available through your Authorized Dealer network.

Allsteel dealers pride themselves on great service and the professionalism of their employees. You will find sales professionals that understand our products and who can find the best solution for your furniture requirements; licensed interior designers who know your local codes and who can assist you in meeting your design needs; certified installers that will complete the job professionally and provide a move in ready space; and business owners who will be involved in the process from beginning to end. Allsteel dealers provide:

- Professionally trained project management
- Warehousing/distribution coordination
- Consistent reporting, including schedules, and status reports, tailored to your requirements
- Refurbish, reupholster, repainting coordination
- Forward thinking design and consultation
- Knowledgeable and timely consultation on reconfiguration requirements
- Flexible accommodation of changes and revisions with the least impact on original
- Professional cooperative interface with your key points of contact such as third party consultants, architects or contractors.
- A detailed scope of work for AutoCad design/layout services
- Communication and education of the full range of furniture choices, colors, etc.
- Accurate and complete product specifications, counts and pricing
- A thorough analysis of project conditions, including goals, scope of work and project expectations with action plan
- Written project schedule with all critical dates
- Comprehensive site/conditions review including logistics, critical field dimensions, building procedures, advise client of existing or potential site concerns

- Readily available consultation on Ergonomics and furniture related technical issues (voice/data, cabling, codes, electrical, etc.)

- Informed single point of contact supervision for all contract furniture and services, coordination with project subcontractors and participation at project meetings.

- Thorough detailed project documentation and administration of all project paperwork, including quotations, acknowledgments and invoicing, in a timely manner.

- Advanced notice of site deliveries & compliance with building delivery requirements

- On site supervision whenever on site work is occurring insuring technical quality.

- Minimal interference with your operations and minimal loss of productivity during service or installations

F. Describe in detail the process that your firm utilizes to track and respond to issues and concerns from both your Authorized Dealers and the Purchasing Entity.

Appropriate responses to issues and concerns is an important part of our culture. Most issues or concerns arising from customers or dealers are associated with either product (defects, damages, delivery, etc.) or services (response time, installation, etc.). Product issues are managed through your customer support team. Issues are documented in a database system that records the necessary details such as model, customer, and issue information. This generates a Corrective Action Report, assigns a 'champion', and is funneled to the appropriate department for resolution. Resolution can be as simple as entering a replacement order immediately or as complex as requesting an Allsteel Field Service Engineer to be dispatched to the site. Every action taken to resolve the issue is logged in the system and tracked until the issue is resolved to the customer's satisfaction. Allsteel doesn't stop the process there; we consider every issue an opportunity to improve. All Corrective Action Reports are reviewed by our Quality Teams to establish the root cause. We use this information to improve our processes and correct any deficiencies found.

Allsteel tracks each product using a unique barcode serial number, tying it to a production date and time

3.4 CUSTOMER SERVICE

and including all original sales history. Barcode labels provide for a permanent record of order critical data and are readable in Asset Management systems. This information facilitates add-on orders, tracking repairs, as well as utilization of Allsteel's Lifetime warranty on products.

A service issue is usually identified by the customer and is reported either to the authorized dealer, the Allsteel Market Development Manager, or directly to our Customer Support team. Service issues could span a wide range of customer concerns from manpower shortage to lack of responsiveness. Service issues are reviewed, processed, and resolved in a variety of ways depending on the needs of the customer. We strive to resolve all service issues as soon as is reasonably possible. Our first step is to find the root cause of the issue. Service issues such as manpower shortages or unsatisfactory installation are typically handled by the authorized dealer with Allsteel closely monitoring and, when necessary, assisting with the resolution. Service issues that can be easily resolved, such as manpower shortages, are addressed immediately. Certain service issues, such as responsiveness, are more complex and must be addressed at management levels. Resolution may be more timely as it may require additional training or a change in representation. Regardless of the complexity, Allsteel always focuses on the needs of the customer when resolving service issues. Our goal is to ensure customers are treated with respect and receive satisfactory service.

G. Describe your return and restocking policy and procedure when the Purchasing Entity orders in error

When requesting a product return for a Participating Entity ordering error, please contact the local authorized dealer in advance for a formal return authorization. Upon approval, products are returned by the Participating Entity, freight prepaid, and are subject to a restocking fee of up to 45% of the purchase price.

If an item is shipped incorrectly by Allsteel as the result of an error by Allsteel or the local authorized dealer, we will make the correction promptly without financial penalty.

3.5 DELIVERY

A. Describe in detail how your firm processes emergency or rush deliveries that are requested by a Purchasing Entity.

Allsteel's expedited process is part of our disciplined process control standard work. Having a clearly defined process—who, what, when and how—provides a solid service foundation on which our Dealers can provide the best service possible to each Participating Entity. To that end, our order expediting process includes these steps:

- Expedite request, either to an Authorized Dealer or Allsteel Customer Support
- Detailed information is required such as product, model number, finish, and required delivery date.
- Details on who, what, and why the request
- Allsteel processes the request and will provide any additional cost associated with the expedite such as:
 - o Carrier charge-backs
 - o Overnight costs for raw materials or delivery to site
 - o Supplier charge-backs due to interruption in their production schedules

Allsteel assesses an expedite fee of 5% of the list price, whether product or parts, to each expedited order, with a minimum charge of \$75.00, to cover internal costs for the expedited order. This cost will be applied if the lead time request for the expedited order is shorter than the agreed upon lead time. Most expedited orders can be produced to ship within 48 hours of receipt.

B. Describe in detail the standard lead time for shipping for each of the shipping methods defined in Section 2.7 of this RFP.

Allsteel and our authorized dealers are committed to responsive service, and we back up this commitment with what are, quite possibly, the shortest standard manufacturing lead times in the industry. Just as important, we deliver orders complete and on time, and we engage dealer-partners that understand the importance of timely service. Allsteel's average lead time is 3 - 5 weeks, with non-wood and standard fabrics on the 3-week end and veneer/COM products on the 5-week side.

- Actual transport time is based upon miles from

manufacturing point to delivery site. FMCSA (Parent agency - DOT) regulates the number of hours a single driver can log per day, which is an 11-hour driving limit. Transport time remains the same regardless of shipping method noted in section 2.7. The variable is size of the shipment, full truckload versus LTL (less than full load) and the location of the delivery.

- For larger projects where a single order will fill a truck, transport time will be determined by distance. Allsteel will schedule the delivery on the date and specific time requested by the Participating Entity. We manage the manufacturing process to allow for the number of transport days. Installation begins when the truck is received.
- Smaller orders (LTL) are grouped by region and delivered on a "lane date" which reduces transportation costs and our carbon footprint. Drop shipments, inside delivery, dock delivery and liftgate service shipments will be made on the lane date. Again, actual transport time will depend on distance. LTL transport can add from 1 day to 1 week lead time.
- Installed orders will be delivered to the servicing dealer on the lane date. Knowing the exact day product will arrive each week allows our dealers to plan installations in advance of receipt of product.
- As Allsteel and our partners learn more about the requirements of each Participating Entity, we fully expect to provide lead times that will meet the specific needs and expectations.

The Allsteel delivery model is unequalled for on-time delivery performance. Allsteel uses a measurement called Complete and On-time (COT) to assess delivery performance. Production schedules are measured in daily increments, which allows for increased flexibility in meeting customer requirements. Shipping schedules are measured in hourly increments based on the dispatch time.

The industry standard for on time performance is to measure in weekly increments. This approach overlooks daily performance failures, and disguises the true impact to the client. Allsteel raises the bar by measuring in daily and even hourly increments. The Allsteel COT currently averages over 98%, with many of the nonperformance issues being customer-related (building not ready,

3.5 DELIVERY

no appointment available, etc.) All orders are FOB Destination, freight paid by operating company (Allsteel Inc.) to one destination within the continental US (CONUS). It is expected that we provide driver assist to dock, however, the deliveries are “tailgate”.

C. Describe your short-lead time or express delivery products program.

Rapid Advantage is Allsteel’s quick-ship program that provides customers with a solution for punch items and other critical-to-completion product needs. It makes the ordering process quicker and easier in these time-sensitive situations. We have a core selection of finishes for most products that are readily available for quick delivery, typically within 10 business days.

D. What is your standard lead time from the time the order is placed until delivery?

Order Entry takes approximately 24 hours and production begins shortly thereafter. Average production lead-time on most products is approximately 3-5 weeks. This can vary depending on fabrics, finishes, or any other special options. Depending on the location of the project, transportation can take two to six days. Allsteel will ensure that we meet your project timelines once they are established.

3.6 FIRM

A. Provide a brief history of your firm including the number of years manufacturing the Office Furniture product categories being offered in response to this RFP.

Allsteel is built on a legacy of sensible innovation and business integrity. It's a legacy that encompasses more than 100 years of quality products that deliver meaningful change for our customers.

From Allsteel's beginnings in 1912, our founders were committed to nurturing their fledgling metal shop into a top quality enterprise. When steel became readily available after World War II, Allsteel made its first foray into office furniture design with a line of desks that could be custom-configured based on the unique needs of the individual or workplace.

From these beginnings a relentless customer focus, reliable execution, and continual drive to find a better way has been at the core of our business. We recognize that throughout our history our success has hinged on the strength of our people—people that deeply understand the needs of their customers and adapt in the face of change. Today, our member-ownership model creates a culture where every individual is empowered as a member.

Over the years, as Allsteel has grown and evolved, it's this legacy that continues to propel us forward. It's reflected in every member, every product, and in every way we help our customers drive change for their own businesses.

The HNI Corporation acquired Allsteel in 1997. Founded in 1944, the HNI Corporation is the second-largest office furniture manufacturer in North America, and the nation's leading manufacturer and marketer of gas- and wood-burning fireplaces.

B. Describe specifically what makes your firm a stable long term partner for NASPO ValuePoint and describe your Marketing and Implementation Plan if awarded a contract.

Financially sound, and backed by a winner.

As a leading supplier of contract office furnishings, and part of HNI Corporation, North America's second-largest

manufacturer of office furniture, the Allsteel brand enjoys a bright future. Our commitment to continuous improvement of products, processes and business practices is part of the Allsteel legacy. We look forward to offering continued innovative solutions, geared to solving the challenges faced in the workplace of today... and tomorrow.

Allsteel transfers more of your investment

into delivered quality products and services. Allsteel is known as the most efficient organization in the contract furniture industry today, providing clients with an outstanding performance to price ratio. With our roots in the methods of lean operations, Allsteel maintains the highest quality at the most competitive prices. We have created an organization that transfers more of your investment into delivered quality products and services than you will find elsewhere. We invite our prospective clients to consider the total ownership experience which, in turn, will lead you to discover firsthand why clients choose quality Allsteel products and services.

You get more standard features that make sense.

Allsteel systems furniture provides all of the following benefits:

- Strength and durability to protect your furniture investment and image over time.
- Design flexibility that offers fun and friendly options, including fresh coordinated finishes, and ergonomic and environmentally conscious choices.
- Integrated technology management made easy with multiple solutions.
- All of this, plus a delivery model that outperforms in the industry.

With Allsteel, the costs of ownership are minimized. Successful companies constantly evaluate investment opportunities based upon the impact to the bottom line. The purchase of office furniture represents a total cost that extends beyond the purchase of a panel or a worksurface, and we minimize the total cost by improving on:

- Initial purchase price
- Installation cost
- Cabling cost
- Reconfiguration cost

3.6 FIRM

- Cost of quality – customer satisfaction

C. Describe specifically what information the OEM contract administrator would provide at annual contract evaluation meetings with the Master Agreement Administrator as defined in Section 1.5 of this RFP.

The Contract Manager and Government Account manager will be prepared with detailed reports outlining:

- Total contract purchases
- Total contract purchase by product category
- Total contract purchase by state
- Total contract purchases by state, by product
- Quality report
- New product introductions
- Fabric and finish updates
- Website traffic/usage
- Updates on Authorized Allsteel Dealers

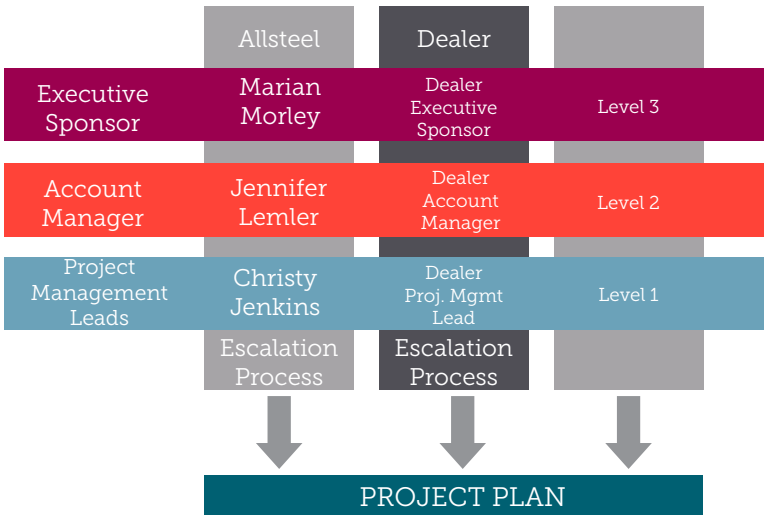
D. Describe in detail your firm’s Escalation Management Plan including contact information and escalation from the Authorized Dealer(s) to the OEM.

Allsteel employs an escalation process to address poor performing team members and other issues that may arise. Escalation happens in a three-level process. Each level has its associated color-code that describes its elevation of escalation: Blue, Orange, and Purple.

In the event of dissatisfaction with service, quality, or any other issue, our procedure for corrective action is as follows:

1. Record the specific details and gather all relevant information addressing the dissatisfaction issue.
2. Report information to Level 1 (blue) on the Escalation Chart
3. Project Manager and Account Manager review issue to determine and implement corrective action.
4. All dissatisfaction issues are addressed in writing in the subsequent Project Meeting along with the corrective actions that were implemented.
5. If the Level 1 (blue) corrective actions were not effective or failed to solve the issue within 24 hours, the issue will be elevated to Level 2 (orange), the Account Manager, and steps 3 through 4 will be repeated.
6. In the unlikely event that Level 2 (orange) corrective

actions were not effective or failed to solve the issue, the issue will escalate to Level 3 (purple). The Executive Sponsor has full authority to commit resources to ensure service satisfaction.



E. Briefly describe how your firm intend to promote and market the use of the Master Agreement to States and authorized entities. Knowing that state procurement officials (CPO) must permit use of the Master Agreement in their state, how will you integrate the CPO’s permission into your plan for promoting the agreement?

Allsteel has a team of field based public sector specialist that will promote the Master Agreement with all eligible state, local and higher education entities. This team is well versed in the procurement rules for states within their regions and have the expertise to present the value that NASPO ValuePoint brings to the public sector.

When a participating addendum is signed, our team will train the local dealers on the use of the agreement and will work with them to develop a sales strategy for their specific market. Allsteel also provides literature and catalogs specific to each Participating Entity that has executed a Participating Addendum with Allsteel, which the includes terms, conditions and product costs specific to that Participating Entity.

In addition to the Allsteel showrooms located in Muscatine, IA, Atlanta, GA, Boston, MA, Chicago, IL, Dallas, TX, New York, NY, San Francisco, CA, Los Angeles,

3.6 FIRM

CA, and Washington, DC. Our dealers have showrooms in local markets visit which are available for customers to visit and see our product offering first hand.

August 14, 2017

Address

To Whom It May Concern:

Re: NASPO ValuePoint, RFP, State of Utah Solicitation Number RC17020

As a highly competitive company in the office furniture industry, Allsteel Inc. ("Allsteel") offers its customers a wide variety of product and services. However, to provide different and greater product offerings and services, Allsteel has acquired certain brands overtime. As an example of this, The Gunlocke Company L.L.C. and Hickory Business Furniture, LLC ("HBF") are wholly owned subsidiaries of Allsteel, operating under a different brand to produce products that require different/specialized manufacturing techniques. Please contact Allsteel at your convenience if you have additional questions regarding this.

Sincerely,



Eric Schroeder
Vice President, Finance

3.7 AUTHORIZED DEALER RELATIONSHIP

A. Briefly describe what your firm requires from potential dealers to become an “Authorized Dealer”.

The criteria used to select a dealer includes a review of the need for coverage in a particular geographic area, dealer infrastructure, and full service capabilities to meet sales and service objectives. We also evaluate the overall alignment of dealership strategic priorities with the long term strategies of Allsteel. Our evaluation process is based solely on qualifications, without regard to race, color, religion, sex, age, disability, creed, veteran status, marital status, sexual preference or national origin.

Potential dealers are required to complete a business plan outlining specific action for servicing their trading area. This plan is reviewed in detail with the Dealer Development team and Allsteel Management. This plan provides insight into a dealer’s strengths and weaknesses and gives Allsteel the information necessary to make an informed decision about additions to our dealer network. After a dealer is added to our network, we continue to work with them to ensure they maintain the high standards expected of Allsteel dealers through ongoing training and development opportunities.

B. Describe in detail how your firm currently measures an Authorized Dealers’ performance.

Allsteel measures the performance of its Authorized Dealer in several ways ranging from financial strength, operational performance, service capability, and strategic alignment. Outlined below are the metrics we use and what this means to NASPO ValuePoint as our customer.

Financial

- Credit risk (Z score)
- Bonding Capacity

Financial stability is critical to a small business. Allsteel requests financial statements from our dealers every six months and when a large project could impact a dealer’s cash flow. Allsteel’s finance team evaluates the financial statement and reviews it in detail with the dealer principal.

Operational

- Order Efficiency %
- Order Quality #
- Order Expedite % and \$
- Quality - complaints per million (CPM)
- Quality - project punch performance

Each dealer receives a scorecard monthly that provides the operational metrics noted above. This provides insight into a dealer’s backroom capabilities and provides Allsteel an opportunity to assist our dealers to achieve operational excellence.

Alignments and Capabilities

- Full service capability
- In-house design and project management
- Strategic alignment with Allsteel including continuous improvement, joint growth planning, and business reinvestment

Being financially and operationally strong is critical in making sure you have the right dealer partner; however, a key differentiating factor is the services and service levels that can be provided. Strategic alignment, growth planning, and business investments ensure the future viability of a dealership. During a quarterly dealer review, these important functions are reviewed to establish best practices and identity areas for improvement.

C. Describe in detail the process for revoking a dealership from an Authorized Dealer for issues related to customer service, lack of inventory, poor design service, late deliveries, and other Authorized Dealer performance related issues, and how escalation process will be handled.

Allsteel conducts a Performance Review and Business Evaluation quarterly with our dealer principals. This enables us to work with our dealers before service levels or financial issues impact a customer. However, when a dealer’s service level does fall below our accepted standards, our Dealer Development team initiates a performance improvement plan specific to that dealer in conjunction with the dealer principal. This plan includes specific, measurable action steps that must be acted upon within a reasonable period of time. If a

3.7 AUTHORIZED DEALER RELATIONSHIP

dealer fails to meet these requirements, the dealer will be terminated.

The Performance Review and Business Evaluation are performed by the Regional Sales Manager, the Account Development Manager, the Dealer Principal, and Dealer Management. The purpose is to review, discuss, and document a dealer's performance in accordance with the annual market plan and results achieved; to ensure an ongoing dialogue to discuss the market place, areas of performance or Improvement, and necessary action items; and determine whether, based on market and business conditions, changes or modifications to the annual plan may be appropriate.

D. Describe in detail how your firm will support and assist an Authorized Dealer in improving their performance and the corrective action process.

As noted in our response above, the quarterly Performance Review and Business Evaluation program provides a format and process that enables Allsteel to help our dealers to grow and achieve operational excellence. These meetings result in a detailed action plan specific to that dealer that clearly identifies strengths and weaknesses and always includes specific, measurable, action steps for improvement.

Allsteel strives to provide our dealers with the tools they need to be successful.

Our training and development programs are designed to assist dealers with performance challenges and to provide ongoing opportunities to all dealers to increase their knowledge. Our training web site serves as an incentive and education vehicle for our dealers. Our site offers over 100 mini- courses that can be taken via the web. These classes cover a broad range of business topics such as PowerPoint, Excel basics, financial planning, and employee coaching and training. These classes can be accessed anytime from any computer with Internet access. If a dealer is involved in corrective action, a detailed list of required training is provided; if more personalized training or professional assistance is needed a subject matter expert is engaged.

To ensure our dealer sales representatives are knowledgeable in both product and process, Allsteel offers both on-line and classroom training, Allsteel University currently offers a variety of core courses held at the Allsteel Headquarters building located in Muscatine, Iowa. Allsteel University also offers onsite training upon request. These courses are hands-on, interactive classes that include topics such as product features and benefits, installation, competitive product training, presentation skills, complex selling strategies, and sustainability. Courses run from two to four days, depending on the type of class. Each class size will not exceed 32 students. By limiting the class size, we allow for a broad depth of sharing between the participants. Allsteel University is located within minutes of several of our manufacturing plants. Touring the manufacturing facilities is an important chapter in each product and installation class.

E. Describe in detail the process that your firm uses to track and respond to issues and concerns from both your Authorized Dealers and from Participating Entities.

Customer quality issues are documented in a database system that records model, customer, and issue information. These quality issues are addressed and resolved through a Corrective Action system. Production and Distribution groups are given highly visible, internal goals to correct customer quality issues. Allsteel has a team of Field Service Engineers (FSE) across the country that work closely with our dealer network to ensure that manufactured goods from all Allsteel factories are meeting our high standards. If an issue is found during an installation, an FSE is immediately dispatched to identify the problem, initiate the Corrective Action Report and insure that the issue is resolved to the satisfaction of the customer. A key responsibility of the FSE is to determine the root cause of issues seen in the field. For instance, if fabric applied to acoustical tiles is not adhering correctly, the FSE will work with the responsible manager in our manufacturing facility to ensure that the equipment being used to produce is working properly and that the member responsible for that process is trained properly. Understanding the root cause of a problem is key attribute of our Rapid Continuous Improvement plan.

3.7 AUTHORIZED DEALER RELATIONSHIP

The Field Service Engineers FSEs perform another important function in the field – hands -on installation training. Our FSEs spend time with our certified installation companies to ensure that they are installing in accordance with to our standards.

F. Describe how the OEM will train Authorized Dealers on implementing and marketing the NASPO ValuePoint Master Agreement. Describe how you will train Authorized Dealers as to the scope of this agreement to ensure that only the product categories awarded will be promoted and marketed to end user of the agreements.

In addition to the our standard product and service training noted above programs, Allsteel has created training specifically for the NASPO contract which ensures that our dealers are aware of the terms and conditions of the contract as well as the T&C terms and conditions of all Participating Entities. This training is led by our public-sector team who understand the NASPO Master Agreement as well as the individual terms and conditions associated with the Participating Addendum in their areas of responsibility. This team is well versed in the procurement rules for the states within their regions and have the expertise to present the value proposition that NASPO ValuePoint brings to the public sector.

Allsteel maintains a We have also created a library of contract reference guides that clearly indicates the product that is included in any specific contract that which resides on our dealer website for reference. All marketing materials will be limited to those awarded products where we have received an award. Our internal order entry system systematically will only allow orders for those products that have been awarded under the contract Master Agreement.

2.12 PERFORMANCE, CERTIFICATIONS, LABELING, AND STANDARDS EQUIPMENT

All product offered by the Contractor, if applicable, must comply with the most current version of the appropriate ANSI/BIFMA standard as well as comply with all applicable federal, state, municipality, local and borough, regulations, codes, and laws. If there is a conflict, the most stringent applies.

Products must comply with both A and B below:

A. Products must comply with any one (1) of the certifications listed for 1. and 2. AND any one (1) of the certifications listed for 3., 4. and 5. below:

1. BIFMA level® Certified: BIFMA level® is a multi-attribute furniture sustainability that addresses the environmental and social impacts of furniture products and is based on a points system with three (3) levels of achievement.

When we develop new products, we use the BIFMA level standard and our Design for the Environment procedure as guidance. Together, these tools help us evaluate the environmental impacts of our products throughout the product development process. Our goal is to certify all new products to level 2 or better and maintain increasingly better levels of certification throughout the products' lives.

In 2017, we were able to achieve level 3 (the highest level) certification for our Systems products, including: Stride, Terrace, Optimize and Concensys Panels; Further and Stride Benching; and Concensys and Cadence Desking products. Other products are level 2 certified.

Allsteel's level certificates are also available for download from [Allsteel's website](#) and the [BIFMA level website](#).

2. Cradle to Cradle Certified: Cradle to Cradle is multi-attribute eco-label that evaluates a wide range of products across five (5) categories of human and environmental health. Product certification is awarded at five (5) levels (Basic to Platinum).

The Cradle to Cradle Certified™ Products Program certifies products that have met criteria in five different stages, including material health, material reutilization, renewable energy and carbon management, water stewardship, and social fairness. Allsteel is proud to share that we have achieved Cradle to Cradle Certified™

Bronze for several of our Systems and Storage products, including:

Systems: Terrace, Further, Stride, and Stride Bench

Storage: Align and Essentials Metal Storage; Involve Wood Storage

We are also pursuing Cradle to Cradle Certified™ Bronze for our Acuity Task Seating line, which is expected in the fall of 2017. Our Cradle to Cradle Certificates are available for download from [Allsteel's website](#) and the [Cradle to Cradle website](#).

3. GREENGUARD or GREENGUARD Gold: A third party indoor air quality certification that addresses reduced chemical emissions (Volatile Organic Compounds -VOCs). There are two (2) levels of certifications featuring differing thresholds.

Allsteel uses the SCS Indoor Advantage program for its indoor air quality certifications. Please see below.

4. SCS Indoor Advantage or SCS Indoor Advantage Gold: A third party indoor air quality certification that addresses reduced chemical emissions (Volatile Organic Compounds VOCs). There are two (2) levels of certifications featuring differing thresholds.

The SCS Indoor Advantage program certifies products for low emissions and indoor air quality. To become certified, products undergo emissions testing at an independent, accredited laboratory. Furniture products are tested for 35 volatile organic compounds (VOCs), including formaldehyde, in accordance with ANSI/BIFMA M7.1/X7.1 and CDPH Standard Method v1.1.

A majority of Allsteel's products have achieved Indoor Advantage Gold certification and the goal for all new products in development is to achieve Indoor Advantage Gold certification. We strive to maintain the Gold level of certification so that we can provide customers with products that promote a healthier indoor environment. Certificates for all products are renewed on an annual basis; our current certificates are valid throughout 2017 and we will have new certificates in 2018.

2.12 PERFORMANCE, CERTIFICATIONS, LABELING, AND STANDARDS EQUIPMENT

Allsteel's Indoor Advantage Gold certificates are available for download from [Allsteel's website](#) and from the [SCS Global Services Green Products Guide website](#).

1. ANSI/ BIFMA Furniture Emissions Standards (M7.1 / X7.1-2011).

The ANSI/BIFMA Furniture Emissions Standard and Test Method (M7.1/X7.1-2011) were developed to more accurately test the air emissions (VOCs, formaldehyde, etc.) from office furniture. This standard allows for the use of "component-based testing," giving manufacturers the ability to identify high-emitting materials and work to improve or replace them. Allsteel and HNI members were involved in the early development of the standard and we were among the first companies to test our products using the test method and standard.

Today, Allsteel's products are tested by an independent, accredited lab that uses the ANSI/BIFMA Furniture Emissions test method and standard (M7.1/X7.1-2011). Once our products are tested using the standard, the results are sent to SCS Global Services for evaluation for Indoor Advantage Gold certification.

Our Indoor Advantage Gold certificates all contain language noting the conformance of our products to the ANSI/BIFMA M7.1/X7.1-2011 standards.

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ENVIRONMENTAL EVALUATED CRITERIA

A. Provide the information requested below based on how your firm has made a public commitment to environmental and sustainability:

1. Provide a website link to your current environmental sustainability policy if available.

HNI Corporation, Allsteel's parent company, wrote its first formal environmental policy in 1978, and the policy has continued to evolve, expand, and improve. Today, HNI's Enterprise Sustainability Policy links policies and procedures on the environment, energy, product design, manufacturing performance, business ethics, environmental marketing claims, worker safety, and social responsibility.

The Enterprise Sustainability Procedures include the requirement that HNI companies will adhere to the US Federal Trade Commission Part 260 Guidelines on the Use of Environmental Marketing Claims, which prohibits "greenwashing". HNI companies must be able to substantiate their environmental claims so we provide third party certification of our products, such as BIFMA level®, Indoor Advantage, and FSC Certification, which all involve audits by third-parties as part of the certification process.

[HNI's Enterprise Sustainability Policy](#)
[HNI's Environmental Policy](#)

2. Provide a website link to your most recent annual sustainability report if available.

Allsteel does not currently publish an annual sustainability report; however, we do address our environmental initiatives in [HNI's Annual Report](#).

Our commitment to sustainable practices is evident through our participation in a number of voluntary initiatives and certifications, including:

- Carbon Disclosure Project: HNI disclosed its greenhouse gas emissions for its domestic furniture business in 2017.
- BIFMA level: Allsteel participates annually and works on continuously improving its performance at the organization, manufacturing facility, and product levels.
- Cradle to Cradle: Allsteel recently certified several

products at the Bronze level. Cradle to Cradle evaluates the material health of the product's components, along with the environmental and social impacts of the company manufacturing the product.

We strongly believe in the importance of working to better our communities through financial contributions and volunteering. Our commitment to social responsibility is evident through our actions and the recognition we've received from our communities.

- The HNI group of companies was named one of United Way of Muscatine's 2016 Top 10 Corporate Citizens for exemplifying a spirit of philanthropy.
- HNI's former headquarters building was donated to the City of Muscatine in 2016 and is now the home of Muscatine's Public Library.
- Allsteel was part of a group that raised a record \$635,000 for City of Hope in 2016. City of Hope is an independent research and medical institution recognized as a leader in the fight against cancer, diabetes, and HIV/AIDS.
- Allsteel was a recipient of Make-A-Wish Iowa's 2015 "Legacy of Wishes" Award. Allsteel is part of a group that has donated more than \$150,000 to Make-A-Wish Iowa to help fund and grant wishes for Iowa children.
- Allsteel members support a variety of community organizations through volunteering, including: Big Brothers Big Sisters, Junior Achievement, the Muscatine Center for Social Action, and various other community organizations.

3. Information about any sustainable transportation practices your company has put in place (e.g., use of EPA SmartWay-certified trucks).

Allsteel's carriers participate in a number of sustainable transportation practices, including:

- SmartWay Certification
- Replacing fleet trailers with skirted trailers, which saves approximately 2/10 gallons of fuel per mile. A savings of 12,500 gallons of fuel per year is expected from 40% skirted trailers.
- Trials of Deflector Wheel Covers, advertised to save approximately 1% in fuel consumption, amounting to a savings of 9,700 gallons of fuel per year if used

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on the whole fleet.

After analyzing our transportation routes and shipping methods, Allsteel identified the following initiatives to increase the sustainability of our shipping practices:

- Reducing our out-of-route and “Dead-Head” miles by 20% annually;
- Utilizing additional bulk-pack and blanket-wrapping opportunities for products where feasible;
- Increasing our cubes per load and implementing “Shared Load Planning” with our sister companies; and
- Reconfiguring packaging so each truck can accommodate more product.

4. Information about any sustainable packaging services your firm offers.

We strive to improve the sustainability of our packaging materials and methods, including looking for products that contain more recycled content, or are more recyclable. When packing products for shipments, we utilize the following methods:

- Bulk-packing products where feasible, leading to more densely-packed products that reduces packaging materials, shipping space, storage space, and installation time.
- Blanket-wrapping seating products (upon request and if the order/shipping method allows), which uses a reusable shipping blanket in place of corrugated cartons. One truckload can accommodate 400 blanket-wrapped chairs compared to 184 boxed chairs.

5. Information about how your firm has improved the sustainability of your operations (e.g., LEED certification of facilities, use of renewable energy to manufacture your products, etc.).

Allsteel continuously works to improve the sustainability of our operations and we take pride in never being satisfied with the status quo. At all locations, we monitor our natural resource use and identify areas of improvement on an annual basis.

At our Headquarters building in Muscatine, IA, we have been updating our lighting systems with LED lights and updating our HVAC systems with more energy-efficient units. We’ve also installed occupancy and light sensors

throughout our space to further reduce our energy consumption. Our Headquarters location features two “Solar Sunflowers,” which help generate energy for our office.

Throughout the country, we have several showroom locations and sustainable design considerations are always top of mind. In our newest showroom space, Los Angeles, we implemented the following:

- Leasing space in a LEED EBOM certified building
- Installing LED lighting throughout the space and adding occupancy sensors to automatically shut off the lights in un-used spaces.
- Choosing a space with abundant natural light and choosing interior finishes that allow the natural light to reach more deeply into the space.
- Selecting finishes and furnishings with sustainable attributes, including indoor air quality certification, FSC Certification, and products that can be reconfigured and reused to help extend their useful lives.

We pursued and achieved LEED Certification for many of our showroom locations, including:

- LEED Gold for Commercial Interiors: Chicago and New York Showrooms
- LEED Silver for Commercial Interiors: Boston, Dallas, and San Francisco showrooms.

Our new Los Angeles showroom is pursuing WELL Certification under the Retail Pilot, along with our Boston showroom. Though we are not pursuing LEED certification for these locations, we worked to implement sustainable furnishings and equipment into the spaces.

Allsteel’s history of Rapid Continuous Improvement (RCI) empowers members to drive out waste, leading to a more efficient use of natural resources and raw materials. Operating “lean” has also made us increasingly green over the years since driving out waste encourages cutting pollution and maximizing the efficient use of materials. Our recent RCI successes have included:

- Using improved process capability and technology to improve first time yield and quality of seating upholstery, leading to improved product quality and reducing scrap and rework.

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- Creating “value stream designs” to minimize transportation resources leading to a more efficient assembly process.
- Reconfiguring product-specific packaging from an “A-Frame” design to a crate design, giving us the ability to ship 50% more product per truck.
- Capturing overspray wet paint and powder paint to re-blend into new paint.
- Finding new ways to reduce the use of “one-time packaging” from our suppliers and implementing returnable containers, cartons, carts, and pallets.

Allsteel participates in several sustainability certification programs that address the sustainability of our operations: BIFMA level, Cradle to Cradle Certified™, and Environmental Product Declarations. All programs evaluate the environmental impacts of our product manufacturing. We strive to continuously improve the following:

- Use energy, water, and raw materials efficiently and increase the use of renewable energy
- Reduce our greenhouse gas emissions
- Reduce total number of chemicals and find safer substitutes for chemicals of concern throughout our operations

6. Information about how you clearly label your environmentally preferable products in your catalog and/or online ordering system so they can be easily identified by your customers. Environmentally preferable products are defined as those meeting the criteria within 2.12 A (1-5) and B.

Our website allows users to view individual products and product-specific documentation. Each product page contains an “Environmental Information” section specific to the product. Available for download are the following documents: BIFMA level certificates, Environmental Data Sheets, Indoor Advantage Gold certificates. Select products are Cradle to Cradle Certified™ Bronze and/or have Environmental Product Declarations. These documents are also available for download.

Part of our ongoing initiative to market our environmentally preferable products includes adding small logos to denote environmental achievements

7. Any environmental certifications or awards your firm has received during the past 5 years.

2017:

- HNI and Allsteel disclose 2016 domestic furniture division greenhouse gas emissions through the Carbon Disclosure Project
- Allsteel's Systems products achieve level 3 certification under the e3-2014e standard, the most current version of the level standard
- Select Allsteel Systems and Storage products achieve Cradle to Cradle Certified™ Bronze
- Allsteel's Further Adaptive System and Mimeo Task Chair win GREEN GOOD DESIGN Awards

2016:

- Allsteel begins pursuing WELL Certification under the Retail Pilot for its Los Angeles Showroom
- Allsteel and sister company, Gunlocke, team with ANEW to keep used furniture out of landfills.
- Select Allsteel products are evaluated for their environmental impacts through 3rd-party certified Environmental Product Declarations

2015:

- Allsteel and sister company, HON, are awarded the “Legacy of Wishes” Award from Iowa Make-A-Wish

2013:

- Allsteel's Dallas showroom is the latest to achieve LEED-CI Silver certification

2012:

- Allsteel is first in the industry to be certified to ISO 50001 and SEP Gold

B. Offerors must provide information on which of their proposed product lines meet the standards listed below.

Allsteel's Certification Summary has been provided. This document includes all product lines and notes which certifications they have achieved.

1. ANSI/BIFMA e3-2014 Furniture Sustainability Standard at level® 1 or higher. Please list all product lines that meet ANSI/BIFMA criterion 7.6.1 and additionally those product lines that also meet 7.6.2. A list of certified products can be found at <https://level.ecomedes.com/>

When we develop new products, we use the BIFMA level standard and our Design for the Environment procedure as guidance. Together, these tools help us

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evaluate the environmental impacts of our products throughout the product development process. Our goal is to certify all new products to level 2 or better and maintain increasingly better levels of certification throughout the products' lives.

In 2017, we were able to achieve level 3 (the highest level) certification for our Systems products, including: Stride, Terrace, Optimize and Concensys Panels; Further and Stride Benching; and Concensys and Cadence Desking products. Other products are level 2 certified.

Allsteel's level certificates are also available for download from [Allsteel's website](#) and the [BIFMA level website](#).

2. Cradle to Cradle (Bronze, Silver or Gold).

A list of certified products can be found at <http://www.c2ccertified.org/products/registry>

The Cradle to Cradle Certified™ Products Program certifies products that have met criteria in five different stages, including material health, material reutilization, renewable energy and carbon management, water stewardship, and social fairness. Allsteel is proud to share that we have achieved Cradle to Cradle Certified™ Bronze for several of our Systems and Storage products, including:

Systems: Terrace, Further, Stride, and Stride Bench

Storage: Align and Essentials Metal Storage; Involve Wood Storage

We are also pursuing Cradle to Cradle Certified™ Bronze for our Acuity Task Seating line, which is expected in the fall of 2017. Our Cradle to Cradle Certificates are available for download from [Allsteel's website](#) and the [Cradle to Cradle website](#).

3. UL 2818 GREENGUARD (Standard for Chemical Emissions) (Basic or Gold).

A list of certified products can be found at <http://productguide.ulenvironment.com/QuickSearch.aspx>

Allsteel uses the SCS Indoor Advantage program for its indoor air quality certifications. Please see below

4. SCS Indoor Air Advantage (Basic or Gold).

A list of certified products can be found at <https://www.scsglobalservices.com/certified-green-products-guide>.

The SCS Indoor Advantage program certifies products for low emissions and indoor air quality. To become certified, products undergo emissions testing at an independent, accredited laboratory. Furniture products are tested for 35 volatile organic compounds (VOCs), including formaldehyde, in accordance with ANSI/BIFMA M7.1/X7.1 and CDPH Standard Method v1.1.

A majority of Allsteel's products have achieved Indoor Advantage Gold certification and the goal for all new products in development is to achieve Indoor Advantage Gold certification. We strive to maintain the Gold level of certification so that we can provide customers with products that promote a healthier indoor environment. Certificates for all products are renewed on an annual basis; our current certificates are valid throughout 2017 and we will have new certificates in 2018.

Allsteel's Indoor Advantage Gold certificates are available for download from [Allsteel's website](#) and from the [SCS Global Services Green Products Guide website](#).

5. ANSI/ BIFMA Furniture Emissions Standards (M7.1 / X7.1-2011).

The ANSI/BIFMA Furniture Emissions Standard and Test Method (M7.1/X7.1-2011) were developed to more accurately test the air emissions (VOCs, formaldehyde, etc.) from office furniture. This standard allows for the use of "component-based testing," giving manufacturers the ability to identify high-emitting materials and work to improve or replace them. Allsteel and HNI members were involved in the early development of the standard and we were among the first companies to test our products using the test method and standard.

Today, Allsteel's products are tested by an independent, accredited lab that uses the ANSI/BIFMA Furniture Emissions test method and standard (M7.1/X7.1-2011). Once our products are tested using the standard, the results are sent to SCS Global Services for evaluation for Indoor Advantage Gold certification.

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Our Indoor Advantage Gold certificates all contain language noting the conformance of our products to the ANSI/BIFMA M7.1/X7.1-2011 standards.

6. Flame-retardant-free.

a. Do you label all upholstered seating products that meet Technical Bulletin 117-2013 in accordance with the manner described in Section 19094 of the California Business and Professions Code?

CAL TB117-2013 labels are applied to seating products that contain upholstery materials (foams, fabrics, batting, etc.) that meet the CAL TB117-2013 flammability standard. Section 19094 (SB 1019) requires that an additional section be added to the CAL TB117-2013 label stating whether the product's materials were made with or without flame retardants.

All of Allsteel's upholstered seating products are labeled in accordance with CAL TB117-2013 and Section 19094 (SB 1019).

b. Are all upholstered seating products that meet TB 117-2013 labeled as "not containing flame retardant chemicals"?

Upholstered seating products that do not contain flame retardants are labeled as not containing flame retardants.

While Allsteel makes every attempt to use foams and fabrics that do not contain flame retardants, some fabrics in Allsteel's fabric offering do contain flame retardants to meet CAL TB117-2013. As such, products specified with these fabrics will be marked as containing flame retardants. To avoid flame retardants in upholstered seating products, customers should avoid vinyl fabrics, high-performance and treated fabrics, and "Fire Code" seating models which contain a flame retardant barrier to meet CAL133.

7. Environmental Product Declaration (EPD) or Health Product Declaration (HPD). Include an example, if available.

Over the past year, Allsteel has been focused on providing customers with transparency documents, like Environmental Product Declarations and Cradle to Cradle Certified™ Bronze products.

To date, we have created eight, 3rd-party verified Type III Environmental Product Declarations (EPD). Our EPDs give an in-depth look at the environmental impacts of our products, from material extraction, through processing, assembly, distribution, use, and end-of-life. Products with EPDs include: Terrace Systems, Stride Benching, Further Benching, Cadence Desking, Align Storage, Mimeo Task Seating, and Relate Task Seating.

We plan to continue evaluating more of our products' environmental impacts and create additional EPDs. Allsteel's Environmental Product Declarations are available for download from [Allsteel's website](#) and from the [SCS Global Services Green Products Guide website](#).

We are currently evaluating Health Product Declarations and other chemical and material transparency certifications.

8. Healthier Hospitals Initiative list of compliant products for healthy interiors: A list of HHI compliant products can be found at <http://healthierhospitals.org/hhi-challenges/safer-chemicals/list-furniture-and-materials-meet-hh-healthy-interiors-goal>

A majority of Allsteel's products can be specified to meet the Healthier Hospitals criteria. Allsteel's list of products that meet the Healthier Hospitals Healthy Interiors criteria has been provided. The list is also available for download from the following websites:

Allsteel's website: <http://www.allsteeloffice.com/SynergyDocuments/AllsteelProductsHealthierHospitals.pdf>

Healthier Hospitals website: <http://healthierhospitals.org/hhi-challenges/safer-chemicals/list-furniture-and-materials-meet-hh-healthy-interiors-goal>

9. At least 30% post-consumer recycled material or 50% total recycled content. Total recycled content is defined as the sum of post-consumer recycled content plus one-half of the pre-consumer content.

While Allsteel strives to use high amounts of recycled content in our products, many of our products do not meet the specified thresholds of 30% Post-Consumer or 50% Total recycled content. Please note, these thresholds are quite high for office furniture products

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and some materials cannot meet these numbers. For example, a particleboard worksurface or table typically contains up to 90% Post-Industrial Recycled Content wood chips, and the remaining 10% is binder or adhesive (virgin content). Using this equation, no standard particleboard worksurface would meet either of the stated criteria. The maximum amount of total recycled content would be 45%, all of which is Post-Industrial. Steel products, depending on the process used, contains 25% Post-Consumer recycled content.

Our Systems/Workstation, Caseloads, and Tables products typically contain up to 20% Post-Consumer content and up to 40% total recycled content, while Seating products range from 3% Post-Consumer to 40% Post-Consumer recycled content and can contain up to 40% total recycled content.

Details on each product's recycled content are provided on our Environmental Data Sheets. A full summary is available on the Allsteel "Sustainability Certification and Recycled Content Summary." These documents are available for download on [Allsteel's website](#)

10. List any additional environmental attributes of your products such as bio based content or FSC certified wood.

Many of Allsteel's products are available as FSC Certified, including Systems Workstations, Caseloads, Tables, Storage, and Lounge Seating products. FSC products are noted in Allsteel's price lists and the FSC option must be selected at the time of order. FSC Certified products are available at standard cost; no upcharge is applied.

C. Has your firm had any breaches of environmental, health, or safety standards within the past 12 months? This includes fires, explosions, industrial accidents, hazardous releases, or other health and safety incidents at any of the firm's facilities. If so, provide details (including but not limited to date of event, quantitative extent of damage, environmental effects, and corrective action plan and success rate) of all breaches.

No, Allsteel has not had any breaches of environmental, health, or safety standards that have resulted in any

fines, notices, or violations.

Regarding safety, the last recorded reportable incident rate for the US Office Furniture Industry was 4.9 (2015 results, last reported year). The reportable incident rate for HNI and Allsteel's furniture operations is currently 1.66, which is well below the most current reported industry average. While no manufacturing operations are ever incident-free, we are focused on creating safe manufacturing locations for our members. Although our reportable incident rate numbers are well below the national average, we continue to focus on safety and our goal is to continue reducing our incident rate.

D. Principles for Safer Chemicals: To advance an economy where the production and use of chemicals are healthy for humans, as well as for our global environment and its non-human inhabitants, responsible companies and their supply chains should adopt and implement a chemicals policy and a policy to assess current hazards and identify safer alternatives to chemicals of high concern. Note Chemicals of High Concern are defined as those listed in the GreenScreen List Translator (<http://www.greenscreenchemicals.org>).

The principles behind the questions below were embedded into the Chemical Footprint Project Survey Questions. Companies that participated in the Chemical Footprint Project need only complete Question #1 of this section and may skip questions 2-4.

1. Did you participate in the Chemical Footprint Project? Yes/No. If yes, provide your responses to the survey and you may skip questions 2-4. If no, please respond to questions 2-4 below.

No, Allsteel did not participate in the Chemical Footprint Project.

2. Does your company have a chemicals policy that aims to avoid chemicals of high concern? Yes/No. If yes please provide your chemical policy and note whether it is publically available on your website. If no, please skip to question 4 below.

Yes. The HNI Chemical Evaluation Procedure is the guiding document for our manufacturing facilities. We evaluate all chemicals coming into each of our plants

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using this procedure. Areas of evaluation include:

- Review of Material Safety Data Sheet (MSDS)
- Reason for change
- Affected departments and/or operations
- Effect of Change on Members (Employees)
- Impacted wastestreams and cost analysis
- Effect of Change on Permits
- HAPS/Ozone Depletion
- SARA 313 Chemicals

Allsteel requests that suppliers provide chemical information for our manufacturing processes and product certification initiatives, including Cradle to Cradle certification, which requires assessment of chemicals down to 100ppm of the product weight; and BIFMA level certification, which requires the review of the BIFMA Annex B “Chemicals of Concern” list.

3. Does your company have a chemicals policy that in addition to avoiding chemicals of high concern includes an explicit preference for the use of safer alternatives? Yes/No. If yes, please note whether your policy focuses on chemicals in your products, manufacturing operations, supply chains, and/or primary packaging. In addition, if yes, please note whether you share your chemicals policy publicly. If no, please answer question 4 below.

Yes. We are always seeking out the safest materials and chemicals to use in our products, manufacturing processes, supply chains, and packaging.

The HNI Chemical Evaluation Procedure is the guiding document for each of these categories.

4. What chemical information does your company collect from suppliers?

Response Options

List all that apply. Our company:

- a. requires suppliers to provide chemical information as delineated in our Legally Restricted Substances List**
- b. requires suppliers to provide chemical information as delineated in our Beyond Restricted Substances List**
- c. requires suppliers to provide chemical information on the EU's list of Candidate Substances of Very High Concern**
- d. requires suppliers to provide full chemical ingredient information**
- e. none of the above**

a. requires suppliers to provide chemical information as delineated in our Legally Restricted Substances List. Allsteel requires that suppliers provide information regarding regulated chemicals to comply with all applicable laws and regulations.

Sustainability Certification & Recycled Content Summary

At Allsteel, we believe that a broad spectrum of ideas is needed to make a real and lasting difference to our environment. Allsteel is committed to true sustainability that combines social, environmental, and economic components. To help communicate our commitment to designing sustainable products, we offer products with the following third-party certifications: BIFMA level® 2, Indoor Advantage™ Gold, and FSC® Certified. Select products are *Cradle to Cradle Certified™* Bronze and/or have Environmental Product Declarations.

Product	BIFMA level® Certified	SCS Indoor Advantage™ Certified	Environmental Product Declaration	Cradle to Cradle Certified™ Bronze	FSC® Certified	Recycled Content (%Post-Consumer, % Post-Industrial)
#19®	level 2	Gold				47.7% PC, 20% PI
Access™	level 2	Gold				28.5% PC, 3.7% PI (Mesh) 24.5% PC, 3.6% PI (Upholstered)
Acuity®	level 2	Gold				29.9% PC, 7.2% PI (Aluminum base) 25.1% PC, 3.7% PI (Plastic base)
Align™	level 2	Gold	Available*	Available*	FSC Certified product available	24.5% PC, 6.9% PI
All-Around™	level 2	Gold			FSC Certified product available	10.8% PC, 57% PI
Altitude®	level 2	Gold			FSC Certified product available	12.9% PC, 42.6% PI
Approach™	level 2	Gold			FSC Certified product available	2.3% PC, 77.8% PI
Aware® Lectern, Tables	level 2	Gold			FSC Certified product available	10.2% PC, 54% PI
Belong®	level 2	Gold			FSC Certified product available	5.6% PC, 52.3% PI
Beyond®	level 2	Gold*			FSC Certified product available	0.35% PC, 1.6% PI (All glass) 14.8% PC, 6.4% PI (Solid and glass)
Cadence®	level 3	Gold			FSC Certified product available	18.6% PC, 27.6% PI
Clarity®	level 2	Gold				49.7% PC, 20.9% PI
Clubhouse™	level 2	Gold				9.1% PC, 40.5% PI
Community	level 2	Gold			FSC Certified product available	14.1% PC, 52.6% PI
Concensys®	level 3	Gold			FSC Certified product available	15.6% PC, 38.6% PI
Essentials™	level 2	Gold		Available*		24.5% PC, 6.9% PI
Further™	level 3	Gold	Available	Available*	FSC Certified product available	10.6% PC, 66.9% PI
Harvest™	level 2	Gold*			FSC Certified product available	8.8% PC, 66% PI
Harvest™ Metal	level 2	Gold			FSC Certified product available	10% PC, 58.1% PI

*Select models only. Some exclusions apply.

Product	BIFMA level® Certified	SCS Indoor Advantage™ Certified	Environmental Product Declaration	<i>Cradle to Cradle Certified™</i> Bronze	FSC® Certified	Recycled Content (%Post-Consumer, % Post-Industrial)
Harvest™ Rustic	level 2				FSC Certified product available	6.8% PC, 63.9% PI
Hedge™	level 2	Gold			FSC Certified	48.3% PC, 8.1% PI
Inspire®	level 2	Gold				21.0% PC, 7.4% PI
Involve® Storage	level 2	Gold		Available*	FSC Certified product available	4.5% PC, 69.4% PI
Involve® Seating	level 2	Gold				8.5% PC, 46.0% PI
Linger™	level 2	Gold			FSC Certified	19.6% PC, 7.9% PI
Lyric™ Multi-Purpose	level 2	Gold				14.25% PC, 0% PI
Lyric™ Task	level 2	Gold				12.9% PC, 21.3% PI
Merge®	level 2	Gold			FSC Certified product available	5.0% PC, 69.0% PI
Mimeo™	level 2	Gold	Available			39.3% PC, 2.1% PI (All black) 6.3% PC, 2.1% PI (Titanium)
Mind-Share®	level 2	Gold			FSC Certified	12.3% PC, 5.6% PI
Nimble®	level 2	Gold				17.75% PC, 4.97% PI
Optimize™	level 3	Gold				15.7% PC, 35.9% PI
Parallel™ Seating	level 2	Gold			FSC Certified	14.1% PC, 3.9% PI
Parallel Tables	level 2	Gold			FSC Certified product available	25.6% PC, 56.8% PI
Quip™	level 2	Gold				16.9% PC, 26.8% PI
Reflect™	level 2	Gold			FSC Certified	6.3% PC, 2.4% PI
Relate® Side Seating	level 2	Gold				10.8% PC, 3.0% PI
Relate® Task	level 2	Gold	Available			8.3% PC, 3.1% PI
Rise™	level 2	Gold			FSC Certified	0.75% PC, 3.7% PI
Scooch™	level 2	Gold			FSC Certified	9.3% PC, 17.0% PI

*Select models only. Some exclusions apply.

Product	BIFMA level® Certified	SCS Indoor Advantage™ Certified	Environmental Product Declaration	Cradle to Cradle Certified™ Bronze	FSC® Certified	Recycled Content (%Post-Consumer, % Post-Industrial)
Scout®	level 2	Gold				16.3% PC, 6.0% PI
Seek®	level 2	Gold				20.0% PC, 3.2% PI
Sketch™	level 2					13.2% PC, 31.1% PI
Stride® Bench	level 3	Gold	Available	Available*	FSC Certified product available	17% PC, 57.5% PI
Stride® Desking	level 2	Gold			FSC Certified product available	6.4% PC, 62.2% PI
Stride® Workstations	level 3	Gold		Available*	FSC Certified product available	17.0% PC, 30.1% PI (Metal storage) 10.2% PC, 52.6% PI (Wood storage)
Sum®	level 2	Gold				7.5% PC, 8.3% PI
Take-5™	level 2	Gold				14.0% PC, 4.0% PI
Terrace®	level 3	Gold	Available	Available*	FSC Certified product available	17.6% PC, 29.1% PI (Metal storage) 13.6% PC, 51.9% PI (Wood storage)
Tolleson	level 2	Gold				13% PC, 3.6% PI
Transfer™	level 2	Gold			FSC Certified product available	28.0% PC, 61.4% PI
Trooper®	level 2	Gold				44% PC, 6.3% PI
Vicinity™ Café Seating	level 2	Gold				13.7% PC, 0.0% PI
Vicinity™ Tables	level 2	Gold			FSC Certified product available	14.6% PC, 40.3% PI
View™	level 2	Gold			FSC Certified product available	17.3% PC, 42.0% PI

*Select models only. Some exclusions apply.

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Information included in this document is subject to change and should not be used as project documentation. Product cut sheets and certificates are available at www.allsteeloffice.com.

Please contact Sustainability@allsteeloffice.com with questions.

Attachment D
Pricing Information: Discount Matrix

NASPO ValuePoint Master Contract Discount Matrix -- Allsteel Inc.

January 2018

Systems	Order Size at List		
	Under \$50,000	\$50,000 to \$150,000	Over \$150,000
Monolithic Detail			
Concensys, Optimize, Terrace	73.6%	73.6%	73.6%
Frame and Tile Detail			
Terrace, Further	73.6%	73.6%	73.6%
Stride	74.3%	74.3%	74.3%

Desks and Tables	Order Size at List		
	Under \$50,000	\$50,000 to \$150,000	Over \$150,000
Desks Detail			
Cadence, Involve, Approach	73.6%	73.6%	73.6%
Stride Desking & Painted Wood	74.3%	74.3%	74.3%
Align Wood, Ergo Accessories, LED Lights	58.8%	58.8%	58.8%
Gunlocke: Trio, Medley, Silea Private Office, Credentials, Briefing, Converge	57.0%	58.5%	60.0%
Tables Detail			
Merge, Aware	63.6%	63.6%	63.6%
Gather	55.1%	55.1%	55.1%
Gunlocke: Trio, Medley, Silea Private Office, Credentials, Briefing, Converge	57.0%	58.5%	60.0%
HBF: LOGICmeet, Costa, Linea, Parker, Occasional Tables	46.0%	47.0%	48.5%

Filing, Metal Storage & Wooden Casegoods	Order Size at List		
	Under \$5,000	\$5,000 to under \$50,000	Over \$200,000
Metal Filing and Storage Cabinet Detail			
Essentials Pedestals	73.6%	73.6%	73.6%
Essentials Storage Towers, Overfiles, Bookcases	65.5%	65.5%	65.5%
Essentials Laterals	70.0%	70.0%	70.0%
Align Metal Storage	73.5%	73.5%	73.5%
Wooden Filing and Storage Cabinet Detail			
Align Wood, Ergo Accessories, LED Lights	58.8%	58.8%	58.8%
Involve	73.6%	73.6%	73.6%
Gunlocke: Trio, Medley, Silea Private Office, Credentials	57.0%	58.5%	60.0%

Seating	Order Size at List		
	Under \$5,000	\$5,000 to under \$50,000	Over \$200,000
Seating Detail			
Trooper, Tolleson, Nimble	66.0%	66.0%	66.0%
Relate, Seek, Inspire, Sum, Access, Mimeo, Lyric, Quip	61.3%	61.3%	61.3%
#19, Acuity	61.8%	61.8%	61.8%
Scout	64.0%	64.0%	64.0%
Gather, Parallel, Clarity	55.1%	55.1%	55.1%
Gunlocke: Attract, Avoca, Bank of England, Calm, Calia, Camille, Ciji, Convo	57.0%	58.5%	60.0%
Gunlocke: Edition, Fitzgerald, Genesee, Iris, Lily, Mara, Metta, Molt, New Yorker	57.0%	58.5%	60.0%
Gunlocke: Olla, Roundabout, Savor, Stretto, Tia, Urbana, Washington	57.0%	58.5%	60.0%
HBF: Andaz, ASA, Bianco, Bolano, Brentwood, C Collection, Cadre, Camden	46.0%	47.0%	48.5%
HBF: Carlyle, Carmel, Charlie, Charlotte, Cheval, Chill III, Conexus, Corfino	46.0%	47.0%	48.5%
HBF: Cortona, Détente, Dialogue, Dove, Duna, Encircle, Esplande, Fine Line	46.0%	47.0%	48.5%
HBF: Florence, Karina, Linea, Mode, MV9, Nest, November, Perfect Pitch, Salon	46.0%	47.0%	48.5%
HBF: Scoop, Siena, Ski, Solace, Trestle, Triscapa, Tryon, Wedge, Westwood	46.0%	47.0%	48.5%

ATTACHMENT D

PRICING INFORMATION: PRICE LIST

To access the Price List for Allsteel, please use the following link to the NASPO ValuePoint landing page on the Allsteel Office website:

<http://cms.allsteeloffice.com/About-Us/Markets-We-Serve/State-and-Local/NASPOValuePoint/>