



Contract # MA147

### STATE OF UTAH COOPERATIVE CONTRACT

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

Steelcase Inc.  
 \_\_\_\_\_  
 Name  
901 44<sup>th</sup> Street  
 \_\_\_\_\_  
 Address  
Grand Rapids MI 49508  
 \_\_\_\_\_  
 City State Zip

LEGAL STATUS OF CONTRACTOR

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

Contact Person Kevin Loubert Phone #616-246-9455 Email kloubert@steelcase.com  
 Vendor #VC0000162880 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 and Accessories 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: Steelcase 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**  
Brent Renkema 2/28/18  
 Contractor's signature Date  
Brent Renkema Manager, Pricing & Contracts  
 Type or Print Name and Title

STATE Utah  
Y. J. Joo 3-5-18  
 Director, Division of Purchasing Date

<u>Michael Iwasaki</u>	<u>801-538-1297</u>	<u>mfiwasaki@utah.gov</u>
Division of Purchasing Contact Person	Telephone Number	Fax Number Email



## 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](mailto: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 in 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

Each Participating Entity may select the Authorized Dealer(s) they choose to do business with during the Participating Addendum process. A 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, information on past projects, 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.

- 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 delivery 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 substantial 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 Delivery.

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 Delivery.

## **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 by 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 absent prior written approval from Contractor.

## **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.

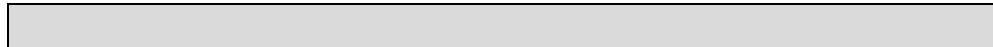
b. Supplier's Interface with the eMarket Center. There is no cost charged by SciQuest to the Contractor for loading a hosted catalog or integrating a punchout site.

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](http://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.

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**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 the 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](mailto:totoole@utah.gov) or [mfiwasaki@utah.gov](mailto:mfiwasaki@utah.gov)

#### **4. Length of Contract**

The Master Agreement 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 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**

This contract 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 the terms and conditions of the contract. 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 the 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](http://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](http://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](http://www.astm.org) for more information.

**Authorized Representative:** An individual with the authority to legally bind the Contractor to the Terms and Conditions of the Master Agreement (s) established as a result of the RFP. This individual must have the authority and ability to accurately reflect the ability of the Contractor to meet the requirements detailed in the 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](http://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](http://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](http://www.nfpa.org) for more information.

**OEM:** Original Equipment Manufacturer of office furniture.

**OSHA:** Occupational Safety Health Administration. See [www.osha.gov](http://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](http://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, Contractors, 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 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 the 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 five (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 the 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 Contractors must meet the requirements listed in Sections (a) through (h).

- 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 must be standard catalogue items for which printed literature, specifications, and certified test results are available. All panel system products offered 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 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 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 Contractors must meet the requirements listed in Sections (a) through (e).

- 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 shall be standard catalogue items for which printed literature, specifications, and certified test results are available. Desks and tables offered 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 Contractors must meet the requirements listed in Sections (a) through (g).

- 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 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 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 Contractors must meet the requirements listed in (a) through (f) below.

- 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 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 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 products shipped must have an identification tag/sticker which must include the following information: manufacturer's name, model number, and year built.



## Attachment C: Steelcase OEM Qualifications and Warranty

### 3.2 **Warranty**

## 3.2 Warranty

### 3.2.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?

RESPONSE: Steelcase warrants that Steelcase, Coalesse, and Turnstone brand products are free from defects in materials and workmanship for the life of the product, except as noted in the Exceptions on the Warranty that is included at the end of this section. The warranty is valid from the date of delivery, regardless of shift usage, to the original purchaser and is non-transferable. Steelcase will repair or replace with comparable product, at its option and free of charge (for materials and components) any product, part or component which fails under normal use. If repair or replacement is not commercially practicable, Steelcase will provide a refund or credit for the affected product.

You will see that even the limitations expressed – such as pneumatic cylinders and surface materials – are warranted for longer (12 years) than the 10-year requirement outlined in the RFP.

While the published warranty on paper is important, it is Steelcase's efforts to avoid product defects and, in cases when failures do occur, our response in addressing such concerns that stands out.

How we exceed the requirements within RFP Section 2.4:

- Systems Furniture - Lifetime warranty on frame (except Coalesse); 12-year warranty on modular power/electrical power, mechanisms, casters and glides and most other components (other than Exceptions featured on the provided Steelcase warranty at the end of this section), whereas the NASPO ValuePoint requirement is 10 years
- Seating – Lifetime warranty on frame (except Coalesse), seat shell, outer back, arm frame structure, base, stool footring; 12-year warranty on mechanisms, pneumatic cylinders, arm caps, foam, casters and glides and most other components (other than Exceptions featured on the provided Steelcase warranty at the end of this section), whereas the NASPO ValuePoint requirement is 10 years
- Desks/Tables – Lifetime warranty on modesty panels, legs and base (except Coalesse); 12-year warranty on casters and glides and most other components (other than Exceptions featured on the provided Steelcase warranty at the end of this section), whereas the NASPO ValuePoint requirement is 10 years
- Traditional Office Furniture is a no-bid
- Filing and Storage - Lifetime warranty on case/carcass, doors, drawers (body and fronts), pulls/handles, supports, suspensions, wire managers/cable trays, dividers, rails, shelves, hanging folders bar, interlocks and locks; 12-year warranty on mechanisms, casters and glides and most other components (other than Exceptions featured on the provided Steelcase warranty at the end of this section), whereas the NASPO ValuePoint requirement is 10 years

- Architectural Walls – not required; removed from bid
- Mobile and Portable Workstations is a no-bid

### **3.2.b Describe how access to warranty documents or warranty information is made available to a Participating Entity**

RESPONSE: The Steelcase Limited Lifetime warranty is made available to our customers through a host of proactive methods including:

- Steelcase.com
- an intranet site established for our authorized dealers
- on customer websites, such as the one we will create for NASPO ValuePoint participating entities
- reviewed by Steelcase and authorized dealers in the sales process with customers.

In addition to providing our warranty information proactively, should a NASPO ValuePoint participating entity find that a Steelcase product has malfunctioned or needs repair, they simply call their Steelcase representative or participating dealer and the Steelcase team will take care of the rest. Steelcase has a Warranty Work Request procedure in place with our authorized dealer network to make sure all issues are resolved quickly to your satisfaction. Essentially it works like this:

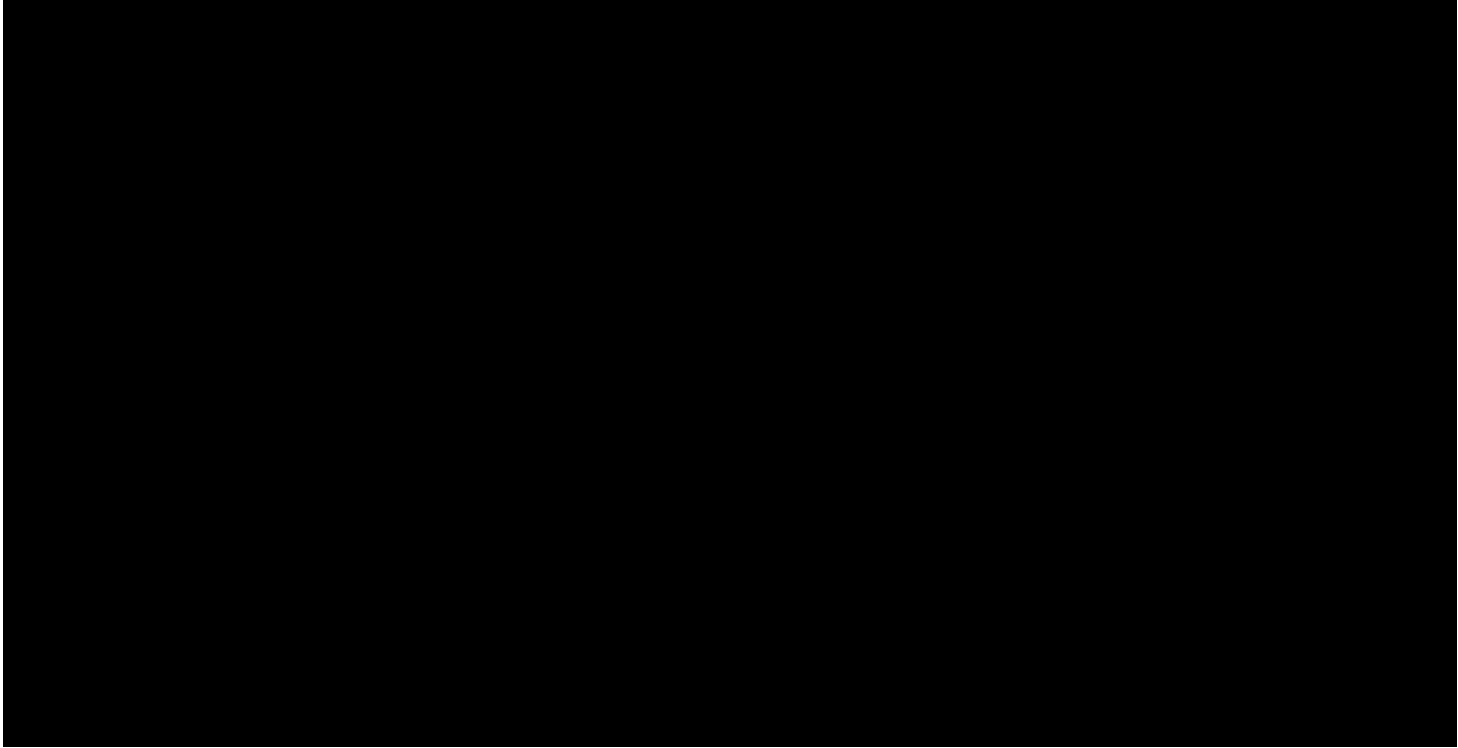
- Customer notifies the Steelcase representative or authorized Steelcase dealer of problem.
- Steelcase dealer submits a warranty, quality and transportation claim using “LASER”, a web-based tool that simplifies the claims process and saves time by eliminating the need to contact multiple departments.
- Claim will be reviewed and action steps communicated to the customer by dealer.
- Dealer receives needed product or replacement part(s) from Steelcase.
- Delivery and installation of new product or replacement part is made in an expedient manner at NO CHARGE to the customer.

There is obviously associated work and communication that is essential for any such warranty work to be completed, but the “LASER” Warranty process helps to streamline these efforts and makes it seamless in the eyes of our customer.

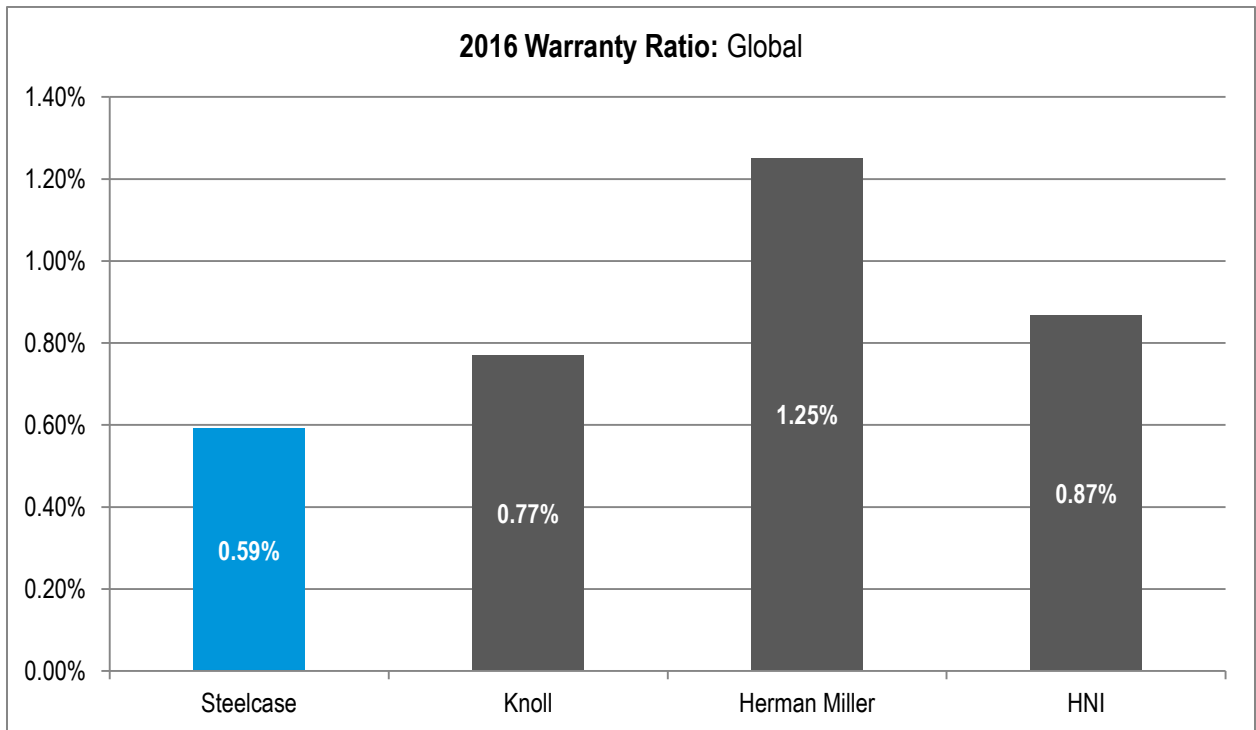
One other highly effective source of support for our Warranty process is our trained service professionals at 1.888.STEELCASE – who can immediately assist with ANY customer service or product issues.

**3.2.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)**

RESPONSE: STEELCASE INC. CONFIDENTIAL TRADE SECRETS DO NOT DISCLOSE OR MISAPPROPRIATE



The quality and durability of Steelcase products is demonstrated in lower warranty expenses per sales dollar despite the duration and strength of our warranty coverage.



METHODOLOGY: warranty ratio = annual warranty accrual / annual sales revenue. This slide uses accrual data, which more accurately reflects activity from the most current period than settlement data.

SOURCES: Steelcase 2/26/2016 Annual Report, Knoll 3/2/2015 Annual Report, Herman Miller 5/30/2015 Annual Report, HNI 3/31/2015 Annual Report

**3.2.d Describe your firm's policy in regards to how the warranty applies to products that have been discontinued.**

RESPONSE: When products are discontinued, Steelcase generally keeps parts to fulfill warranty obligations until the warranty expires. If repair or replacement is not commercially practicable, Steelcase will provide a refund or credit for the affected product.

No Steelcase customer should ever face unanticipated product obsolescence. An established process protects customer investments and helps ensure that products and surface materials are readily available to work with each customer's installed base of product. As a manufacturer with over 100 years of experience, and having the largest installed base of commercial furniture product in the world, protecting our customer investments in a responsible manner is and will continue to be crucial to our commitment.

Steelcase reviews its surface materials and products annually to determine whether there has been a decline in volume or if it is no longer economically or environmentally reasonable to continue making a product or surface material available long term. Steelcase publishes a culling list twice a year with any products or surface materials that will no longer be offered by the company in order to provide our customers ample time to make alternative choices.

**3.2.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?**

RESPONSE: Steelcase strives to help customers protect their investment in their furniture. We do so in many ways including:

- 1) A goal of maintaining access to all parts and components of any discontinued product in the Steelcase line and Steelcase brands for five (5) years from the date the line is culled.
- 2) An extremely comprehensive and deliberate Surface Materials management process that provides for “Established” and “Transitional” surface materials categories that are communicated through our spec guides.
  - “Established” surface materials include popular hard surfaces and textiles from previous surface materials programs. These surface materials are available to customers that have standardized on these finishes.
  - “Transitional” surface materials contain surface materials that are being maintained for existing customers only and are likely to be phased out over time. Communication is the key to successful transition.

The idea is to give you additional time to prepare for change. With proper notification, we’ll be able to help your smooth transition to alternative selections, avoid selections that may be phased out over time and be more informed and confident about the long-term plans for our products.

- 3) Design and sales professionals who are trained to consult with customers, assisting on the development of your custom standards program and managing such customer programs through an annual standards review. The best way to ensure that you get the products and materials you want, for as long as you need them, is to clearly define your expectations for availability. We do have a non-obsolescence request process in place to review and manage those types of customer requirements.

**3.2.f Submit a copy of the manufacturer’s standard warranty for each product category**

RESPONSE: Steelcase’s warranty has been included at the end of this section and covers all proposed products.

## Steelcase Warranty

# STEELCASE LIMITED LIFETIME WARRANTY for Americas

## YOU CAN DEPEND ON US. OUR PRODUCTS. OUR SERVICES. OUR PEOPLE.

Steelcase Inc. (“Steelcase”) warrants that Steelcase®, Coalesse®, and Turnstone® brand products (collectively, “Steelcase Branded Products”) are free from defects in materials and workmanship for the **life of the product, except as set forth below**. This warranty applies to Steelcase Branded Products delivered in Americas: United States, Canada, Mexico, Latin America and the Caribbean. The warranty is valid from the date of delivery, regardless of shift usage, to the original purchaser and is non-transferable. Steelcase will repair or replace with comparable product, at its option and free of charge (for materials and components) any product, part or component which fails under normal use. If repair or replacement is not commercially practicable, Steelcase will provide a refund or credit for the affected product.

## EXCEPTIONS TO THE LIFETIME COVERAGE

### SYSTEMS, STORAGE, DESKS, TABLES AND BENCHING

#### 12 years

Modular power, Post and Beam textile in-fills, mechanisms, casters and glides, lighting fixtures, Coalesse steel legs, steel bases, and door hinges

#### 5 years

Architectural doors, office systems doors, height adjustable mechanisms and electronics, urethane edge treatments, Steelcase Health overbed tables, articulating and adjustable arms, lighting power supplies, ballasts and LED lighting components, Coalesse Flip Top™ mechanisms, Coalesse occasional table frames

#### 3 years

Personal caddy pad, Campfire™ footrest, Kybun®, Walkstation treadmill parts and wear items (1 year service and labor), Coalesse PowerPod, Coalesse electrical desktop, table top and rail mounted that houses power and/or data, and/or USB, Coalesse Free Stand mechanism and tablet, Coalesse SW\_1® table tablet including slide mechanism, exposed wood legs

### SEATING

#### 12 years

Mechanisms, pneumatic cylinders, arm caps, foam, casters and glides, Max-Stacker®, Max-Stacker®II, Domino, wood frame side chairs, tablet arms, Node™ personal worksurface, Steelcase Health recliner components and optional accessories other than internal structure, Coalesse lounge wood, bent-ply or steel frames

#### 5 years

Steelcase Health recliner, sleep and central locking and trendelenburg mechanisms and associated levers and pedals, Steelcase Health heat and massage units, Brody fabric on footrest, Coalesse stacking chairs and dollies

#### 3 years

Coalesse exposed wood frames and wood legs, Lagunitas™ articulating back, LessThanFive™ carbon fiber chair, SW\_1 lounge tablet

### INTERACTIVE AND ACOUSTIC SOLUTIONS

#### 12 years

ēno® trim and brackets

#### 5 years

ēno Play and ēno projector mounts; Qt™ PRO Emitters, Control Modules and Qt Room Control

#### 3 years

ēno technology components and accessories, ēno stylus, and ēno receiver; media:scape® technology components; RoomWizard™

#### 1 year

Certified refurbished RoomWizard

### BOARDS AND EASELS

#### 12 years

Verb™ teaching lectern and plastic components

#### 5 years

Premium tackboards

#### 3 years

Huddleboard™, Answer® markerboard surfaces, Coalesse Exponents™ markerboard surfaces

### WORKTOOLS

#### 12 years

Keyboard mechanisms, flat panel monitor arms, lighting fixtures, vertical cable carrier

#### 5 years

Lighting power supplies, ballasts and LED lighting components; launch pad power components

#### 3 years

Executive office tools, palm rests, Power Pincher®, USB charging station

### SURFACES

#### 12 years

Laminate, wood veneer and solid surface, all standard vertical surface textiles (except Cogent™, Geode and Sprite) and the following seating textiles: Buzz2, Chainmail; Cogent:Connect, and Cogent:Trails, Cricket, Crosswalk, Hampstead, Imperma, Playground, Regis2, Texel, Stand In, Seating vinyl, Connect 3D, 3D Knit, Jersey® Mesh, QiV® Net, Reply® Air Mesh, Elmorustical, Elmosoft, and Elmotique Leather, Steelcase Leather, I-Skin

#### 5 years

Bo Peep, Brisa, Cogent: Geode Seating, Cogent: Geode Vertical, CuraNet™; Gaja-Cradle to Cradle™, Jacks, Link™, Nitelights, Redeem, Remix, Retrieve; Sprite, Spyder, Steelcut Trio, Zoe2, glass surfaces, paint colorfastness, Steelcase Health wood finish

#### 3 years

RTF Steelcase Health casegoods, vinyl wrapped surfaces and acrylic, Coalesse glass, granite, Corian®, Fusion top surfaces, Bix™ projection mesh screen, translucent corner table screen and side table top; Coalesse SW\_1 and Lagunitas knit



## Steelcase Limited Lifetime Warranty for Americas

### WARRANTY DOES NOT APPLY TO PRODUCT DEFECTS, DAMAGE, FAILURE OR LOSS RESULTING FROM:

- Normal wear and tear.
- Failure to apply, install, reconfigure, or maintain products according to published Steelcase or manufacturer instructions and guidelines.
- Abuse, misuse, or accident (including, without limitation, use of product in unsuitable environments or conditions).
- Alteration or modification of the product.
- The substitution of any unauthorized non-Steelcase components for use in the place of Steelcase components in an integrated product solution, including but not limited to worksurfaces, leg supports, panels, brackets, shelves, overhead bins and other integral components.

### WARRANTY DOES NOT COVER:

- Products considered by Steelcase to be consumables; (e.g., batteries, bulbs/lamps, except projector lamps offer 6 months coverage).
- Variations occurring in surface materials (e.g., colorfastness (except paint), matching grains, textures and colors across dissimilar substrates and lots).
- Select Surfaces/Steelcase Health Graded-In/Coalesse Graded-In, Custom Surfaces/Coalesse Customer's Own Material (COM), Customer's Own Leather (COL) and Customer's Own Laminate are not covered, except as warranted by the original supplier, for material properties including, but not limited to, quality, colorfastness, shade variations, puddling, wrinkling or abrasions.
- Other manufacturers' products (Steelcase shall pass along any warranty it receives with respect to other manufacturers' branded products, including EMU and Carl Hansen).

### WARRANTY PROVIDES EXCLUSIVE REMEDIES:

- Pursuant to this limited warranty, if a product fails under ordinary use as a result of a defect in materials or workmanship, Steelcase will (i) repair or, at Steelcase's option, replace the affected product at no charge, with a new or refurbished product of comparable function, performance and quality or (ii) refund or credit of the purchase price for the affected product, at Steelcase's discretion, if Steelcase determines that repair or replacement is not commercially practicable or cannot be timely made.
  - A product "defect" means an inadequacy in the materials or workmanship of the product that (i) existed at the time when you received the product from Steelcase or a Steelcase Authorized Reseller and (ii) causes a failure of the product to perform under ordinary use in accordance with the materials and documentation accompanying the product.
  - An "ordinary use" means use of the product (i) in conformance with all applicable local, state or federal laws, codes and regulations (including without limitation building and/or electrical codes) and (ii) in accordance with manufacturer recommendations and/or instructions in the materials and documentation accompanying the product.
  - A "Steelcase Authorized Reseller" means any dealer that (i) is duly authorized by Steelcase to sell the product, (ii) is legally permitted to conduct business in the jurisdiction where the product is sold, and (iii) sells the product new and in its original packaging.
- Replacement parts are covered for 2 years or the balance of the original warranty, whichever is longer.

Steelcase reserves the right to request that the damaged product be returned prior to granting a remedy.

Warranty is non-transferable and valid only for the original purchaser acquiring a product from Steelcase or Steelcase Authorized Reseller for the purchaser's own use and not for resale, remarketing or distribution.

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. STEELCASE SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES.

### 3.3 **Website**

## 3.3 Website

### 3.3.a Describe in detail the features, benefits and capabilities the website offers.

**RESPONSE:** The Steelcase NASPO ValuePoint website and each of the Participating Entity websites offer a welcome and introduction to Steelcase. Whether it is the NASPO ValuePoint main home page introducing users to the Master Agreement and connecting them with useful links to Participating Entity’s specific content, or the specific Participating Entity website, it acts as a user facing tool enabling them to quickly and easily get access to specific information—such as the scope of the agreement, eligible agencies or qualified users, pricing, required documentation, Steelcase and Steelcase authorized dealer information, and ordering and customer service points of contact information. The website also provides a link to the Participating Entity’s procurement website, establishing a clear connection between parties. The design is to make it simple and efficient for users to easily access necessary information and then return to the other important work they need to focus on to satisfy their customers.



Listed on the website is also detailed product information on all the products offered on the agreement as well as the current Specification Guides and Price Lists, which are often needed to understand the products and related pricing to make solid, well-informed decisions. Each website is supported by a dedicated URL which is linked to our Steelcase.com platform ensuring connection to the most current product content as well as access to additional design resources such as product images, 3D CAD models and our Finish Library supporting each product line.

Along with providing easy 24/7 online access to documents such as product brochures, users can access tools to review the many available features for products that are made to order to your specifications. Also accessible are ever more important sustainability details on how each product was designed for sustainability, recycled content, recyclability, life cycle and LEED contribution. This is all supported by online Product Environmental Profiles (PEP) and related sustainability certificates including BIFMA e3 level, Cradle to Cradle and SCS Indoor Advantage.

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

RESPONSE: As described above, the dedicated websites feature NASPO ValuePoint-approved products, options, and finishes along with pricing. Within the online Specification Guides, product compatibility is clearly outlined and detailed to ensure products work together and finishes coordinate in a meaningful way. Within the website is also access to our Finish Library (finishlibrary.steelcase.com) 24/7, providing enhanced capabilities to search for finishes by product line or order samples direct. Within the search box, type in a product line name and you will see that product line name show up as you are typing. If you want to compare multiple product line finishes, you can. Once you have product lines selected, you can filter you results by using the filter options on the menu. In addition to the product line search, there are updated downloadable Spec Sheets to include all the colors within a pattern in pdf format showing all the details for that finish including colors and product lines. Need to know the abrasion value of a textile? Look under the Technical Specifications tab on the detail page for the finish.

Someone asks you if there is a backer or treatment on a textile? Look under the Materials Characteristics tab on the detail page. Need to know if it is Antimony or PVC Free or environmentally certified? Look under the Environmental Characteristics tab for quick access to that critical information. Need to save or print out the details on the Finish Library? Just click on Spec Sheet to download a PDF formatted to print to an 8.5"x11" size, with all the content from the detail page, including the products the finish works on. Need to send a finish to a client? Just click on the Email a Friend feature and a link to the finish is sent to whomever you choose; you can even add a personal message.

Should you need immediate help beyond the online documents and guides, the website also provides access to additional resources and support from Steelcase at 1-888-783-3522. For local assistance, the website will list contact information for our Steelcase authorized dealers participating on the agreement and the local Steelcase contact in alignment with each associated Participating Entity.

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

RESPONSE: In addition to having the participating authorized Steelcase dealers for each Participating Entity listed on the website with their contact information, Steelcase.com provides an Authorized Steelcase Dealer Locator search page. This feature is powered by Google Maps and provides state of the art search capabilities for Dealers in the geographic area of each participating entity. The map on the right is an example of a search of Texas using the Steelcase Dealer Locator.



Link to Steelcase Dealer Locator:

<https://www.steelcase.com/find-us/where-to-buy/dealers/location/40.7127837/-74.00594130000002/us/all/distance/New%20York%20City,%20NY/>

**3.3.d Describe website training offered by your firm.**

RESPONSE: Steelcase offers focused and comprehensive training to our Steelcase and dealer sales representatives on the organization and content elements of the dedicated websites supporting the Participating Entities choosing to participate via our NASPO ValuePoint agreement. This enables them to be valued and productive resources to the Participating Entities they work with in using the contract. Training is also shared with Participating Entities utilizing these agreements so the websites can be easily accessed, understood and information can be utilized quickly and efficiently. This training is provided in several different ways, depending on the situation and urgency, such as impromptu phone calls, scheduled conference calls, online webinars or face-to-face sessions.

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

RESPONSE: It is a Steelcase policy to work in full cooperation with the agencies that regulate our business to ensure that we are compliant with applicable laws and regulations. To support our compliance efforts, we have dedicated internal compliance personnel who regularly conduct internal reviews as they relate to specific codes and regulations. This aligns closely with three Steelcase values—namely, to *Act with Integrity, Tell the Truth and Keep Commitments*. Another core value at Steelcase is to *Protect the Environment* which we take very seriously; it provides passion behind our sustainability promise and vision. These are outlined and published both on Steelcase.com and in our Corporate Sustainability Report. While we do label some of our Steelcase products to alert a purchasing entity of an environmental attribute such as Technical Bulletin 117-2013 and others, these labels have been more focused on compliance in nature. Much of our work is deeply concentrated on designing products and solutions to benefit people and ensuring they're the best solutions for the environment from the beginning. That's why every step of the way, through design, manufacturing, delivery and product lifecycle, we consider the impact of our work on the people and on the environment and uncover opportunities to make things better. We do work to make it easy for people to find and identify the environmental attributes of our products via online certificates and product environmental profiles reflecting our commitment to deliver on our promises. These certificates carry a number of third-party verified certifications. These are publicly available 24/7 on Steelcase.com.

**3.3.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.**

RESPONSE: Steelcase is currently in the ongoing detailed process of validating WCAG 2.0 Level AA compliance for its global websites. This important work is still underway and includes a compliance review for all NASPO ValuePoint and Participating Entity websites.

## 3.4 Customer Service

## 3.4 Customer Service

### 3.4.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.

RESPONSE: It is our desire and intent at Steelcase, in partnership with our Authorized Steelcase dealers, to offer Participating Entities the broadest and deepest integrated portfolio of high quality office furniture products in the RFP product categories of Workspace Furniture, Desks/Tables and Accessories, Filing/Storage and Accessories, Seating and Accessories. Steelcase is also committed to look for opportunities to continue to invest in and refresh the representation of products in those categories wherever applicable and approved by NASPO ValuePoint. To that end, Participating Entities are assured of having access to leading, innovative solutions—backed up with the best warranty in the industry—that continue to integrate and improve the investments they have already made in their work environments and people.

Each Participating Entity will have geographical sales support from Steelcase and the local Steelcase dealer. These individuals and teams will provide product knowledge and sales support using their experience combined with a direct connection to Steelcase product managers and Steelcase leaders responsible for supporting sales to these geographies and this vertical market segment. Every Steelcase dealer has a Steelcase manager assigned to work together with them in their support of our mutual customer.

No matter where a Participating Entity is located, it is our goal to make it easy to do business with Steelcase and our Steelcase dealer partners. We make our products and services available through the largest, most experienced network of dealers in the industry. Most Steelcase dealerships are independently owned and operated, supporting the communities in which they live and work.

These Steelcase dealers are also committed to building long-term customer relationships, and they serve as their customers' local, first-point-of-contact for all product, service, and warranty questions and requests. As experienced business owners, dealers recognize that they can only be successful by fully meeting or exceeding their customers' needs. To that end, they are committed to providing to Participating Entities exemplary service for all locations.

Steelcase dealers offer local knowledge, skilled labor, workplace installation, regional asset management, and other services that may include providing audio-visual technology, floor coverings, ceilings and more to satisfy customer projects and high expectations. We believe this partnership with our Authorized Steelcase dealers optimizes the buying experience for the Participating Entity's agreement users.

Steelcase will contact Participating Entities by email and/or in writing and notify of changes in the representative contact information. Any such changes in representation to Participating Entities will also be reflected on our Participating Entity website information as well as communicated directly by our dealer and/or Steelcase sales and service teams to contract end-users.

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

RESPONSE: Below we have described how we comply or exceed the expectations defined in Section 2.11:

2.11.a *"The Contracted OEM Supplier must have one lead representative for each entity that executes a Participating Addendum. Contact information must be kept current."*

**We will comply.** Lead representative name will be posted and updated on the dedicated website.

2.11.b *"Purchasing Entities must have the option of ordering through the OEM direct or through the Authorized Dealer network."*

**We will comply.** Steelcase is the only manufacturer that ensures all dealers working with Participating Entities utilize one common business system that is maintained by Hedberg Data Systems, a wholly-owned subsidiary of Steelcase. This system supports the entire sales, planning, order management, receiving, warehousing, and financial management life cycle.

Even though Hedberg is owned by Steelcase, it supports 100% of a Participating Entity's office environment needs, whether they have Steelcase products, complementary products from other manufacturers, or services provided through our Steelcase dealers. Steelcase's SAP system is fully integrated with our Steelcase dealer partners through state-of-the-art web services that establish one seamless electronic environment.

Steelcase has found that most entities choose to order through Authorized Steelcase dealers for a host of reasons, and Hedberg fully supports that decision. Participating Steelcase dealers specify, order, sell, install and provide the associated services to carry out the agreement per the agreement terms we are mutually bound to.

Still, some entities need to have the option of ordering direct from Steelcase; and Steelcase and Hedberg fully support that option as well. Experience has proven that Steelcase, as a manufacturer, and Steelcase dealers must have systems in place for alternative sales and operating models. We have a complete Workplace Services group in place for Steelcase to service a direct model for those Participating Entities that require that basis of sales and service. In those cases, Steelcase services those accounts using our Participating Steelcase dealers, but with the invoicing, order services and reporting coming directly from Steelcase. Participating Entities will choose in the Participating Addendum process an ordering option—through Participating Steelcase dealers or Steelcase direct.

- 2.11.c *"The Contracted OEM Supplier or their Authorized Dealer Customer Service Representative(s) must be available by phone or email at a minimum, from 8AM to 5PM on Monday through Friday for the applicable time zones."*

**We exceed the expectations.** Steelcase WorkLife Centers, Sales Offices and Steelcase authorized dealers' locations are open at a minimum from 8:00 am to 5:00 pm in the markets they serve. Steelcase LineOne and Order Fulfillment Team resources are available Monday through Friday, 8:00 am to 5:00 pm EST or by Email: [Lineone@steelcase.com](mailto:Lineone@steelcase.com) or by phone at 1.888.STEELCASE (1.888.783.3522). Additionally, nearly all the Steelcase representatives noted for each Participating Entity have their cell phone contact information listed on the dedicated website. This allows for contact beyond the typical hours of operation. In the required NASPO ValuePoint websites for each Participating Entity, we will provide contact information for sales, design and operations personnel for Steelcase and each Participating Dealer in addition to emergency contact information for each dealer.

- 2.11.d *"The Contracted OEM Supplier or their Authorized Dealer Customer Service Representative will respond to inquiries within one (1) business day."*

**We will comply.** Steelcase representatives and Steelcase dealers will respond to inquiries within one business day. Please see additional details provided in response to 3.4.d below.

- 2.11.e *"The Contracted OEM Supplier or their Authorized Dealer must provide design services for the applicable categories."*

**We will comply.** Steelcase dealers are required to have design services, and Steelcase has design services as well. For more information, please refer to our response to 3.4.e below.

- 2.11.f *"The Contracted OEM Supplier or their Authorized Dealer must provide Installation Services for the applicable categories."*



**We will comply.** Steelcase dealers provide installation services, and Steelcase has installers to support dealers, if necessary. For more information, please refer to our response to 3.4.e below.

2.11.g *“Project Management Services must be provided by the contracted OEM supplier or their Authorized Dealer. It is no additional charge.”*

**We will comply.** This service is normally included with new furniture orders.

2.11.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, and Installation and design fees shown as hourly rates”*

**We exceed the expectations.** As mentioned in 2.11.b, the Steelcase wholly-owned subsidiary, Hedberg Data Systems, integrates and automates the ordering process for nearly all Steelcase dealers, enabling them to simply and easily manage all aspects of the quoting process. This includes all items mentioned, auto pricing to verify contract pricing, and many more elements to greatly aid our dealers in servicing clients.

2.11.i *“Quotes provided by the Contracted OEM Supplier or their Authorized Dealer must be approved by the Purchasing Entity prior to work commencement.”*

**We will comply.** According to Steelcase’s processes, an approved quote is required before an Order can be submitted to manufacturing. Once the quote is approved, only then can it be converted to an order and sent to Steelcase.

2.11.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.).*

**We will comply.**

**3.4.c Describe the ordering options available including OEM direct, Authorized Dealer network, and website ordering.**

RESPONSE: Steelcase can support all required ordering options.

The primary method and preferred basis of sale is one in which Steelcase owns the contract and in turn services the contract through authorized Steelcase dealers who specify, order, sell, install and provide the associated services to carry out the contract. This is certainly the way in which we would recommend organizing the NASPO ValuePoint agreement. This essentially allows Steelcase to do what we do best as a manufacturer and has our dealer providing the necessary local services needed to best serve our state and local government customers.

Experience has also proven that we, as a manufacturer and dealer network, must have systems in place for alternative sales and operating models. We have a complete Workplace Services group in place at Steelcase to service a direct model for those customers requiring that basis of sale and service. In those cases, we still service those accounts using our network of Steelcase dealers; but the invoicing, order services and often reporting comes directly from Steelcase.

We will plan to make this a topic of discussion during the Participating Addendum process with each state. Whatever the preference of our NASPO ValuePoint customers, we will work to provide the most streamlined order processing to fit the needs of each; and we will execute whichever model that allows us to exceed the expectation of each Participating Entity.

### 3.4.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.

**RESPONSE:** There are many factors that go into building a process that enables customer service providers to respond in a timely manner that meets and exceeds expectations. Our LineOne Resource Team at Steelcase manages our LineOne phone and email inquiries; and each member possesses an intense desire to deliver. LineOne's service goal is to "Enhance the customer experience by answering our clients' questions and helping them to define the best solution"—thus aligning and supporting expectations. To be able to deliver on that goal, LineOne is supported by a highly defined system and process map that efficiently and effectively enables them to fully address our clients' inquiries and deliver to each client a great experience. Just as important is having the right people, tools and training in place to utilize the system properly and successfully implement the process. At Steelcase, we have a highly trained, experienced and motivated staff in place, with the necessary resources and support accessible to enable them to locate the answers to the questions being asked and to respond appropriately. Within in the culture at Steelcase, there is also a desire to continuously improve our processes and knowledge in order to consistently deliver at an even higher level. Yet to do that, you need to have performance measures in place to both aspire to and measure against so you can see how well you are performing and where you can work to improve. LineOne targets to meet and exceed these performance measures:

- 97% on-time delivery of service of calls and emails
- 99% accurate answers
- Respond to emails within 4 business hours
- 30 second average speed of answer on incoming phone calls
- Return telephone calls same business day
- Support the Visual Management System (metrics, tracking and board)
- FPY% (First Pass Yield) greater than 90% with ongoing improvement

With this process in place for more than a decade, fully operational with the defined systems, people, training, tools and measures to guide and enable success in accomplishing the above, this will ensure that we will be able to respond to inquiries within one business day.

This same team of LineOne professionals also supports Steelcase sales and Steelcase dealers, further enabling our responsiveness to the inquiries Participating Entities initiate.

### 3.4.e Describe the design and installation services available through your Authorized Dealer network.

**RESPONSE:** Our Steelcase and dealer design services can best be described as a thorough needs evaluation that provides customer-driven and insight-led design solutions. Proven design methodology and leading-edge technology is used by trained / experienced design professionals to create inspirational workspaces.

Installation is completed on time and on budget by trained professionals. Turnkey project management, installation, reconfiguration, punch list coordination and post installation evaluation are all part of the offering.

Examples of these services are provided below:

- **Interior Design Services** – combine creative aesthetics with functional solutions to produce productive and comfortable environments in all interior spaces.
- **Space Planning Services** – identify the client's key issues that set the parameters of the project for space planning, encompassing the following:
  - CAD space planning services
  - Verification of field dimensions

- Furniture specification services
- **Inventory Asset Management** – service typically includes full service customer storage, inventory management, inventory-list maintenance, condition reports, and movement history. Most dealers will use SnapTracker and/or bar coding as part of this service.
- **Studies to Reduce Costs** – Steelcase dealers strive to reduce costs of products and services through the following activities: continual update of workstation typicals, utilization of existing products, value engineering when performance or function is not sacrificed, and recommendations to avoid duplication of services/products.
- **Alternative Office Design** – is a planning service that includes analysis and related planning services as they pertain to business results and facilities issues.
- **Reconfiguration** – optimize re-use of your furniture assets to meet changing work needs. This would include inventorying existing products; creating over/under balance to specify new product/parts requirements; dismantling and rebuilding existing products; and applying new, existing, and/or stored products to implement furniture plan.
- **Furniture Project Management** – management of all aspects of a furniture project from inception through complete furniture installation. This service is normally included with new furniture orders.
- **Installation Coordination Services** – coordinates the logistical management of furniture installation, such as project management, coordination of product arrival from manufacturer, verification of site conditions, logistical staging of product, installation of product, and enforcement of quality/safety/code standards (NOTE: Normal installation is typically included with new product to “room ready site conditions”.)
- **Punch List Coordination Services** – within this typical service is the identification of any discrepancies to complete furniture installation in compliance to furniture plan, including issuing punch list and updating punch list with resolution and completion.
- **Post-Installation Evaluation** – provide a team to audit a project for installation quality compliance.

The following are examples of additional services available from most Steelcase dealers. All services may not be available everywhere based on market requirements. Dealers also offer other beneficial services that are not represented within this list.

- **Transportation Coordination Services** – typically ensures that product delivery meets client requirements and site conditions. Included with these services are: determination of appropriate vehicle type for project site, obtaining appropriate municipal clearances for parking, if necessary, and coordination of delivery in compliance with property management requirements. Normal delivery is often included with purchase of new product.
- **Ergonomic Evaluation** – basic ergonomic evaluation is available to provide recommendations for improved safety and ergonomics as they relate to furniture. This service might include providing product for evaluation on a limited basis or providing training on the usage of furniture as it relates to ergonomics.
- **Furniture Disposition** – provides coordination of the removal and liquidation of your surplus furniture through qualified furniture brokers.
- **Furniture Rental** – typically available at most dealerships in the event of project delays. Normally with furniture rentals, systems furniture installation is not included, nor is the subsequent dismantling and removal upon receipt of new product. Products that are strictly for rental purposes only (not associated with a new product purchase) are also available.
- **Maintenance and Repair Services** – qualified technicians provide maintenance and repair of all furniture products, including non-warranty repair, parts supply and emergency repairs after-normal-business hours. These services are typically quoted on a per-project basis.

- **Furniture Refurbishment** – includes re-fabrication and cut down of panels and worksurfaces, painting of all metal surfaces, refinishing or restoring wood, and cleaning and re-upholstery of seating products. Some dealers might also offer stain and fire protection services, professional wood refinishing and furniture repainting.
- **Move Coordination** – relocation services are coordinated with you, your contracted vendors, and the Steelcase dealer(s) and provide move strategy consultation, supply labels and workstation designation numbers, make available floor location map for movers, offer labor to implement small internal moves, and manage large moves.
- **Electronic Ordering** – with electronic ordering you can efficiently transmit orders, reports, invoices, etc., from your computer to your Steelcase dealer's computer.
- **Educational Seminars** – most Steelcase dealers will conduct seminars concerning end user personnel training in proper and safe use of furniture, business trends and their effects in the workplace, end user education in ergonomic support tools, and instruction in furniture care and maintenance.
- **Emergency Services** – some dealers offer emergency services including keys locked in desk, electrical failures, broken chair mechanisms, and any condition threatening safety or productivity.

**3.4.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.**

RESPONSE: Though we strive for perfection, issues occasionally arise when orders are delivered and installed. Steelcase and our authorized dealers are dedicated to the prompt resolution of any problems that may be discovered. There are multiple channels through which product or service complaints may be received, including from our dealers, 1-888-Steelcase, web-based forms, e-mail, fax, and other sources. Once a complaint is received by Steelcase, the information is entered in a specialized program called LASER (Lean After Ship Experience Rationalization). LASER is a web portal used by dealers to submit post-delivery "trouble tickets." A dedicated Steelcase team staffs the LASER system to bring swift resolution to damage claims and other post-delivery issues. After resolution, we work to minimize future issues through corrective action.

The method of investigation and resolution of complaints can vary significantly based on the situation. Some solutions may already exist within available information sources, while others need to be created through collaboration with the appropriate individuals, groups, plants, etc. Throughout the process of determining an appropriate solution, it is the responsibility of the current ticket/issue owner to maintain the accuracy of the information documented within LASER (e.g., ticket ownership, status, supporting documentation and correspondence, etc.). Once the appropriate solutions are identified, the ticket/issue owners within Steelcase are responsible for communicating proposed solutions back to our customer. Upon acceptance, the ticket/issue owner is responsible for managing solution implementation at a level appropriate to meeting and exceeding our customer expectations.

**3.4.g Describe your return and restocking policy and procedure when the Purchasing Entity orders in error.**

RESPONSE: All Steelcase products are manufactured to customer specifications and, therefore, are not subject to return as we do not stock product. Non-conforming products (ISO 9001) will be repaired or replaced at no charge to the Participating Entity. A product is considered nonconforming if it is defective or if it fails to comply with information published in the Steelcase Specification Guide or the Participating Entity's purchase order. Replacement orders for non-conforming products are processed immediately, and Steelcase expedites the shipment of replacement items to the location the Steelcase Authorized dealer and Participating Entity specifies.

The procedure when a Participating Entity orders in error is to notify their Steelcase Authorized dealer immediately regarding the error so they can work to explore options toward resolution.

## 3.5 **Delivery**

## 3.5 Delivery

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

RESPONSE: Our “rush” or express programs are described in our response to 3.5.c below. For emergency needs, Steelcase’s production capacities, streamlined processes and adaptability allow us to quickly respond to delays, accommodate changes in schedule, and handle unforeseen additions to orders. This is exemplified by a recent fast-paced rollout for a client with compressed lead times and aggressive installation schedules. To capitalize on an unexpected budget surplus, they requested a large quantity of additional workstations and seating and needed the order within two and a half weeks. Normally, an order of that particular size would take six to eight weeks to manufacture. However, in order to meet the challenge, everyone involved put forth the highest level of dedication possible. Our employees worked overtime through their holiday vacations and ramped up production in order to meet the deadline. To maximize manufacturing time, we located temporary storage facilities so the client was able to take ownership of the goods at the requested time. Through supply chain alignment, comprehensive logistics planning and ingenuity, Steelcase was able to meet the client’s deadline. Because we take this dedicated approach to meeting our clients’ changing needs, Steelcase is confident we can accommodate most any request.

In addition to handling emergency or rush deliveries, Steelcase also has active disaster recovery and contingency plans on multiple fronts. Plans, systems and dependencies are reviewed and tested annually. It is Steelcase’s goal to provide uninterrupted service to our customers, dealers, and suppliers—even when Steelcase is affected by disaster. Should the need arise, we are ready to respond...with the philosophy that our emergency should not become our customer’s emergency.

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

RESPONSE: Below we have described the **standard lead time** for the shipping methods defined in Section 2.7:

- DROP SHIP: Steelcase’s typical lead time from date of order entry (after a clean PO and approved quote is received) is approximately 4 to 6 weeks
- DOCK DELIVERY: Steelcase’s typical lead time from date of order entry (after a clean PO and approved quote is received) is approximately 4 to 6 weeks
- INSIDE DELIVERY: Steelcase’s typical lead time from date of order entry (after a clean PO and approved quote is received) is approximately 4 to 6 weeks
- LIFTGATE DELIVERY: Steelcase’s typical lead time from date of order entry (after a clean PO and approved quote is received) is approximately 4 to 6 weeks

- **INSTALLATION:** Steelcase's typical lead time from date of order entry (after a clean PO and approved quote is received) is approximately 4 to 6 weeks

### 3.5.c Describe your short-lead time or express delivery products program.

RESPONSE: Below are our current express delivery programs:

- **Rapid2:** Offers popular Steelcase seating, storage and worktools with expedited manufacturing. All products are made to order and shipped within 2 business days. Delivery is typically 3-10 days, depending on the days you receive deliveries from Steelcase, product mix, etc.
- **Rapid5:** Rapid5 is a comprehensive offering of Steelcase products comprised of seating, systems, storage, wood furniture, and wood seating, as well as height adjustable tables, worktools and more. Also included is a vast array of surface materials choices. All products are manufactured and shipped within 5-7 business days. Delivery is typically 8-16 days, depending on the days you receive deliveries from Steelcase, product mix, etc. Rapid5 pricing is the same as standard delivery pricing on agreements with no pricing premium, is subject to order maximums, and is electronic catalog supported.
- **Rapid10:** Features Coalesse seating and tables that are manufactured and shipped within 10 business days. Delivery is typically 11-18 days, depending on the days you receive deliveries, product mix, etc.

### 3.5.d What is your standard lead time from the time the order is placed until delivery?

RESPONSE: The current standard lead time is 4 to 6 weeks.

Lead times are published weekly by Steelcase for dealers to plan projects accordingly. The published lead times communicated to our dealers may fluctuate by product line; however, one thing that rarely changes is the delivery date that is communicated to our dealers when acknowledgment is given to them upon order entry. The ship dates communicated to our dealers at the time of order entry are based on the requested delivery date of the customer and our ability to produce at that time, yet most often is inside the published lead times. Communication and commitment are key to our delivery success.

Most importantly, we measure our success more in terms of our customers' expectations and our performance in "doing what we say we will do" than standard lead times. Some of the measurements tracked in this regard on a daily, weekly and quarterly basis are:

- Orders Shipped - % on time and complete
- Orders Shipped - % on time
- Orders Shipped - % complete
- Defective parts per million
- Sales order to delivery ratio (to measure delivery splits / backorders)
- Schedule Request Success Ratio ("Say Yes" measure – meeting customer requested dates)

## 3.6 **Firm**



## 3.6 Firm

### 3.6.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.

RESPONSE: Steelcase began in 1912 as The Metal Office Furniture Company in Grand Rapids, Michigan.

Our innovation legacy began on receiving our first patent in 1914 for a steel wastebasket -- a major innovation at a time when straw wastebaskets posed a serious office fire hazard. That led to metal desks, and we've led the way with product and service innovations ever since.

Our past is important to us. Steelcase was founded by people with a strong commitment to integrity and to doing the right thing for customers, employees, business partners, associates and neighbors. Their principles became the foundation of our company and have been passed on from decade to decade and generation to generation. Living our core values is as essential to our identity, reputation and success today as it has been in the past.

Today, Steelcase is a global, publicly traded company leading our industry with fiscal 2017 revenue of \$3.0 billion and 11,700 employees around the world. We are globally accessible through a network of channels, including over 750 dealers worldwide and nearly 250 locations in the United States.

Our strategy is to leverage our deep understanding of the patterns of work, workers and workplaces to help our customers migrate to new ways of working. Insights are core to everything we do. We study the ways people work, and we collaborate with a network of research partners, leading universities, research institutes and corporations. We seek to understand and recognize emerging social, spatial and informational patterns and create products and solutions that address the intersection of all three, that enable better social interactions, enhance collaboration, and facilitate greater information sharing.

Our brands provide an integrated portfolio of furniture settings, user-centered technologies and interior architectural products, inspired by over 105 years of insight gained serving the world's leading organizations. Steelcase Inc. encompasses our family of brands that include Steelcase, Coalesse, Designtex, PolyVision and Turnstone, as well as sub-brands which include Steelcase Health and Steelcase Education.

We have been manufacturing the product categories being quoted in this RFP for the following number of years:

- 4.2 - Systems: 46 years; launched Movable Walls/Avenir in 1971 and Series 9000 in 1973
- 4.3 - Desks/Tables: 102 years; designed steel desks for Customs House Tower in Boston in 1915
- 4.4 - Filing and Storage: 103 years; launched Victor steel waste basket in 1914
- 4.5 - Seating: 78 years; launched the ergonomically-designed chair, Sensor, in 1986

At Steelcase, we continue to invest in new products, applications and experiences designed to address the trends impacting the workplace, such as worker mobility, distributed teams, and the need for enhanced collaboration and creativity. As we bring innovative new products to market, we intend to offer them as quickly as possible to the markets and entities we serve in the categories applicable, allowable and approved.

### 3.6.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.

RESPONSE: This is one of the most important factors in driving results for NASPO ValuePoint and its Participating Entities. In addition to much of what was shared in 3.6.a, we believe our key differentiators are:

- "proven" experience (105 years) and results (\$3.0 billion revenue) serving such cooperative contracts as NASPO ValuePoint, and effectively managing large scale customers and contracts
- brand and industry recognition

- accountability
- strength of our distribution and dealer network, and market coverage
- our collaborative approach to building results together
- most comprehensive furniture offering possible from one source at very competitive prices
- manufacturing strength and flexibility
- sustainability focus and initiatives
- warranty (the most comprehensive lifetime warranty in the industry) and product durability (lower warranty expenses per sales dollar, despite the strength of our warranty)
- quality products that are designed to meet or exceed ANSI/BIFMA standards
- workplace knowledge and insights (continually conducting research to understand how an intelligent office environment can help our clients achieve their unique business objectives. These insights are embedded into every product and service we offer)

If awarded, our marketing and implementation plan begins with a solid understanding of where we are, where we need to be and a strategy to serve those markets. Steelcase and our Steelcase dealers have in-depth knowledge of the entities we serve, where we have agreements, where we do not have agreements, and their terms. Working closely together, we market our products and services primarily through that network of participating dealers, maintaining presence and involvement in the local communities within the markets we serve together. Each authorized Steelcase dealer has a Steelcase dealer business manager focused on the sales planning process, to allocate and help with marketing and training support for existing and new customers. This sales planning enables Steelcase and Steelcase dealers to best identify those entities within the business plan that are most open and prepared for engaging in the Participating Addendum process.

With a business plan in place to reach out to entities that have indicated intent and interest in pursuing agreements via the Participating Addendum process, each plan ought to follow the NASPO ValuePoint PA process in a way that is respectful and takes into consideration the uniqueness of each participating entity. Each entity may well have a slightly different need set that can require customization based on their marketplace. Having an involvement in the local community provides insight; yet listening for ongoing understanding is still key to successfully moving forward together.

The plan includes, yet is not limited to:

- having a clear understanding of the awarded NASPO ValuePoint agreement and its benefits
- possessing full knowledge of the Participating Addendum process
- utilizing a strategy to engage entities in a way that is respectful and balanced
- being well prepared to outline the benefits of the NASPO ValuePoint agreement to potential entities and communicate the value of the agreement

Once a Participating Addendum is agreed upon and executed, managing the next steps is a key element in a successful go-to-market and implementation plan. It involves having defined important tools to use and communication activities that need to take place to effectively and efficiently put the agreement into operation.

The steps include, yet are not limited to:

- Creation of an Agreement Guide setting forth the key items within each entity's specific PA
- Development of a pricing schedule specific to each PA
- Creation of an individual website for each Participating Entity
- Development of training and marketing materials to be utilized by Steelcase and Steelcase dealers as well as by participating entities and agreement users

- Publication of scheduled training activities to successfully launch the agreement and establish ongoing communication
- Establishment of a plan to ensure open sharing of information on agreement effectiveness and performance reviews over the agreement term

Documenting and tracking these important key steps on a management log to visually assist and ensure completion is imperative.

An additional important component of the marketing plan is our annual active participation in the NASPO Exchange Meeting. This will enable Steelcase to continue to develop a deeper understanding of the challenges entities are facing, as well as provide an opportunity for networking and learning how we can work together even better in the delivery of service to our mutual end user customers.

**3.6.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.**

RESPONSE: We view business reviews as a tremendous opportunity to review results and, more importantly, learn where we can better serve our customers. A typical outline for such a review would include:

- detailed volume reporting (by customer, by product line, by dealer, etc.)
- performance measurements as set by customer
- requested or desired changes to their agreements
- discussion points to uncover customer initiatives and goals
- what's new at Steelcase
- action steps to pursue together.

These are typical areas of interest that we cover today with many of our customers in reviews. However, we always make certain to tailor any such annual review to address what the customer indicates is important to them.

**3.6.d Describe in detail your firm's Escalation Management Plan including contact information and escalation from the Authorized Dealer(s) to the OEM.**

RESPONSE: For sales, contract management and administrative related issues or concerns, below is the following key contact information.

Escalation points of contacts are:

1. Kevin Loubert  
Industry Leader, State & Local Government  
(616) 246-9455  
[kloubert@steelcase.com](mailto:kloubert@steelcase.com)
2. Jeff Fredrickson  
Director of Sales-Government Solutions  
(616) 292-9904  
[jfredric@steelcase.com](mailto:jfredric@steelcase.com)
3. Chris Buck  
Vice President of Sales  
(971) 436-9783  
[cbuck@steelcase.com](mailto:cbuck@steelcase.com)

Kevin has 26 years of industry experience. He is the NASPO ValuePoint single point of contact and accountability for Steelcase. He has responsibility for the successful implementation and fulfillment of your contract.

Jeff has 20 years of industry experience. Jeff manages the entire government vertical segment. Kevin Loubert is directly accountable to Jeff and is in daily contact with Jeff as well as responsible for a weekly reporting session with him.

Chris has 25 years of industry experience. Chris is the Steelcase executive sponsor for the NASPO ValuePoint contract. Chris has been a huge advocate of our selected cooperative contract agreements and continues to bring his support as needed to leverage such contracts to serve vertical markets such as the state and local government segment. Jeff reports directly to Chris.

The following escalation management plan is for addressing any sales, contractual issues and/or concerns raised by our NASPO ValuePoint Participating Entities or customers:

- **REVIEW AND APPROPRIATE ESCALATION.** Upon notification of an issue or concern by a customer, and after performing the necessary review and investigation, Steelcase's Industry Leader will lead the effort to communicate the matter to the appropriate internal and external stakeholders for action, including senior management of all parties involved as necessary. For example, issues may be escalated to Steelcase management in Sales, Channel, Legal, Finance, and/or other impacted Steelcase department(s) as required to properly evaluate and address the issue or concern. If the matter is related to one of Steelcase's Authorized Dealers, Steelcase's Industry Leader will also reach out to that Authorized Steelcase Dealer and its management sales team accordingly.
- **CORRECTIVE ACTIONS.** Depending on the nature the issue, the appropriate corrective actions within Steelcase's control will be identified and implemented, as Steelcase deems necessary or commercially reasonable to execute to ensure satisfactory resolution. Steelcase's Industry Leader will keep NASPO ValuePoint, the State of Utah and/or the Participating State or Entity apprised of its progress. Where the corrective action requires involvement or engagement of external parties, Steelcase's Industry Leader will follow-up with such parties appropriately.
- **FEEDBACK AND CONTINUOUS PROCESS IMPROVEMENT.** Steelcase's Industry Leader welcomes and encourages regular feedback from all NASPO ValuePoint customers as we continuously strive to maintain operational excellence and customer satisfaction. In addition, Steelcase's Industry Leader may also make recommendations for process improvements based on lessons learned and will work with State of Utah and the Participating State or Entity (as applicable) on such initiatives, as appropriate.

Steelcase's plan would be to utilize this escalation management plan for the new NASPO ValuePoint agreement, if awarded, as well as subsequent Participating Addendums, subject to any continuous process improvements that Steelcase may implement.

**3.6.e-1 Briefly describe how your firm intends to promote and market the use of the Master Agreement to States and authorized entities.**

RESPONSE: If awarded, Steelcase is intent on first communicating internally to Steelcase sales and our Steelcase Authorized Dealers that Steelcase has been awarded a NASPO ValuePoint agreement, providing education and training on the value a NASPO ValuePoint agreement can offer via the Participating Addendum process. It is a critical step that lays the foundational knowledge base for skillful implementation. This includes the unique appeal to governmental entities that a competitively-solicited and awarded cooperative purchasing agreement by NASPO ValuePoint offers. It provides access to best-in-class products and services from Steelcase and Steelcase dealers that are convenient and legal, which saves them time and money.

Steelcase will develop and implement business plans and strategies to renew Participating Addendums with States that previously have utilized the existing NASPO ValuePoint Office Furniture contract, treating this as an opportunity to remarket and promote the new agreement and its improvements to agencies and political subdivisions. We will then follow up with the targeting of States and entities that are either without agreements or will have agreements expiring to discuss the value of our agreement and the importance of this business to Steelcase and Steelcase dealers, as well as our companies' impact within their State. Working together, Steelcase and Steelcase dealers will develop effective contract migration strategies to assist these prospective States. Steelcase will also utilize the NASPO ValuePoint Education & Outreach Team to identify better methods and success stories to further promote and market the agreement. This will include obtaining permission from States where we have agreements to use them as references and resources for other States that are interested, yet have questions or concerns.

In addition to creating individual websites for Participating Entities to market to their users, Steelcase will promote the use of the NASPO ValuePoint website and the Steelcase NASPO ValuePoint website as tools to educate and increase awareness of the opportunity for others to take advantage of what the NASPO ValuePoint master agreement offers as a pathway to Steelcase products and dealers.

To further assist this process, Steelcase will develop customer information and promotional materials--by augmenting websites with FAQs, Links to the Master Agreement and Participating Addendums in cooperation with the State of Utah as the Lead State and NASPO ValuePoint. These tools will be crafted to define the value and benefit the NASPO ValuePoint master agreement provides and communicate that message to entities in a powerful way that supports their people, goals and objectives. With proper approval prior to usage, Steelcase will include the NASPO ValuePoint logo with these materials, where appropriate, to communicate value in a visual and meaningful way that is easy to connect with.

As a regular participant in the NASPO Exchange, Steelcase will plan and set appointments with as many States as possible in a prioritized fashion to maximize reach and connection. It is an excellent opportunity to meet with CPOs and procurement leaders, respecting their authority as leaders for their States and learning what we can do to add value.

Beyond these steps, Steelcase and Steelcase dealers will engage in additional outreach and promotion at conferences, tradeshows and expos that are both national and regional in scope, such as NIGP, ASBO, CAPPO and IASBO, to mention a few in which we regularly participate. These venues enable us to reach additional audiences and further promote NASPO ValuePoint agreements and our broad offering of industry-leading integrated solutions on contract.

**3.6.e-2 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?**

RESPONSE: This begins with education and training by Steelcase sales and our Steelcase Authorized dealers geared toward agencies interested in utilizing the NASPO ValuePoint agreement to meet their needs, explaining what Steelcase and Steelcase dealers offer. Steelcase sales and Steelcase dealers need to fully understand and communicate the Participating Addendum process, the importance of respecting the authority of CPOs within the state and the need for CPO approval to utilize a NASPO ValuePoint agreement. Steelcase will educate on the process that agencies can take to facilitate action by providing a letter that can be shared with a CPO, communicating a need and desire on the part of the agency along with a request to participate. That process will also be contained in an Operational Playbook, which will serve as an effective tool to support communication, understanding and the operational aspects of the NASPO ValuePoint master agreement. The Playbook will be utilized in ongoing training and communication as a powerful vehicle to repeatedly reinforce the expectations and process within the plan for promoting the agreement. It will be available electronically 24/7 on the Steelcase Village intranet site as well as in a printable pdf format.

Steelcase will utilize opportunities at events such as the previously mentioned NASPO Exchange to connect with CPOs and procurement leaders within States, to further create awareness and identify new opportunities to request CPO permission in the PA process or to establish the path to PA utilization in the future—either at the State or entity level. Equally important to keep in mind will be the uniqueness of each State, agency or political subdivision, and to understand any issues or concerns they may have with the process. Comprehending these nuance details and what is important to individual constituencies can make all the difference in being successful.

## 3.7 **Authorized Dealer Relationship**

## 3.7 Authorized Dealer Relationship

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

RESPONSE: Steelcase relies on Authorized Steelcase Dealers as our primary distribution channel and, therefore, Authorized Steelcase Dealers are critical to our success and our positive relationships with our customers. Accordingly, Steelcase selects new dealers with great care. Because of the personal nature of each dealer appointment and the importance of continuing successful customer relationships, Steelcase thoroughly assesses each dealer candidate, including the principal owner(s) of the business and the proposed management team, before appointing an Authorized Steelcase Dealer. Dealers must pass a qualification process and sign a master services agreement agreeing to uphold Steelcase standards for quality and service delivery.

- INITIAL DETERMINATION

When considering a new dealer, we first determine the market potential and conduct a market penetration analysis. If warranted, we then examine the dealer candidate's:

- Expertise in managing a business enterprise
- Experience in the office furniture business or other related industry
- Performance goals and demonstrated ability to meet goals
- Sales personnel
- Showroom space
- Design, service, and installation capabilities
- Local community involvement
- Commitment to adequately represent all the Steelcase Inc. brands and to be actively involved in the daily operation of the business
- Alignment with Steelcase core values and demonstrated commitment to ethical business practices
- Financial stability and access to capital

- ALIGNING WITH STEELCASE

After determining that a new dealer is needed and the candidate has passed our initial screening, we work to gain complete alignment by:

- Conducting meetings with Steelcase sales management
- Discussing and understanding the process of becoming a dealer
- Discussing our individual and mutual expectations/goals
- Holding meetings with Steelcase's regional director of dealer development
- Completing and submitting dealer application and credit agreement (if applicable)
- Conducting background and credit checks
- Reviewing and verifying financials
- Identifying any additional training and resources required

- FINAL STEPS

We develop an overall dealer business plan that includes:

- Transition and communication plans
- A proactive “first-year-experience” plan
- Steelcase executive mentor
- Training program for dealership personnel to understand Steelcase capabilities and resources

- First-year marketing plan

### **3.7.b Describe in detail how your firm currently measures an Authorized Dealer's performance.**

RESPONSE: Dealer performance is monitored throughout the year, and dealers must meet annual performance goals to maintain their accreditation. Steelcase management conducts formal sessions for planning and reviews with dealer management annually in which training and resource needs are identified to ensure dealers have the products and services available to meet customer needs.

Steelcase recognizes exceptional dealers with the Premier Partners Award, given annually to dealers that stand out as extraordinary partners, delivering best-in-class Steelcase experiences — engaging with Steelcase, customers, and their communities to deliver exceptional value to the people and places they touch.

To ensure we are meeting and exceeding expectations, we utilize Key Performance Indicators (KPIs). The KPIs are reviewed at regular business meetings to ensure your expectations are being met.

#### **Key Performance Indicators (KPIs)**

Steelcase and Steelcase dealers believe that continuous measurement and improvement are vital to the success of our partnerships with our customers. That is why every order, no matter how large or small, is tracked from quote request to successful delivery and installation.

The Key Performance Indicators we track and report include:

- Quote turnaround time
- Product lead time (PO receipt to delivery at site)
- Percentage of shipments received on the date requested
- Percentage of on-time and complete shipments
- Number of freight, quality and warranty claim issues
- Time required to complete punch list issues
- Dealer performance and reliability
- Weekly backlog reports, indicating orders being shipped in the upcoming weeks

This managed performance, the use of KPIs, and the dedicated assessment that our dealers put themselves through all serve to assure delivery of the consistent high performance expected from Steelcase authorized dealers.

### **3.7.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.**

RESPONSE: As mentioned in 3.7.a, Steelcase appoints our dealers with great care. The importance of continuing successful customer relationships is paramount, thus the painstaking assessment of each dealer candidate to avoid the need to revoke a dealership from an Authorized Dealer.

If such a step is needed, however, standard operating procedures are followed. Leaders in Channel Development, in conjunction with regional sales leadership, determine the need to act and escalate to senior leadership for in-depth analysis and review.

In the extremely rare instance that a dealer relationship is terminated, Steelcase works to appropriately serve our clients. The dealer will be afforded a reasonable period of time to give notice to their clients and to close out its relationship with Steelcase. Once Steelcase has authorized a new owner or location, we will actively support that dealer, including assisting with the transition of clients as appropriate.



Through a formal planning and review process, Steelcase management works with dealer management to review local business conditions and dealership performance. Additional training and resource needs are identified to ensure dealer representatives are on the forefront of providing products and services to local customers.

In making a decision to approve new ownership or management, Steelcase again considers:

- Market potential and market penetration analysis
- A management team with expertise in managing a business enterprise of similar size and complexity
- Experience in the office furniture business or other related industry
- Competency of sales personnel
- Quality of showroom space
- Design, service and installation capabilities
- Local entrepreneurial presence and active involvement by the dealer or prospective dealer in the local community
- Satisfactory completion of the Steelcase interview and assessment process by a new ownership candidate
- Financial stability and access to sufficient capital
- Ownership structure that supports a clear line of decision making

To minimize disruptions and best serve our clients during a time of transition, a Dealer Transition Team is immediately established. The team consists of representatives from various functions within Steelcase, assembled for the express purpose of addressing a changeover in a timely and effective manner. One of the key steps in this process includes written confirmation from the new buyer of the dealership that the acquisition of the dealership has closed and that the buyer is assuming responsibility to fulfill obligations with all the accounts. This written confirmation allows Steelcase to transfer any price support for those accounts to the new buyer without delay. Clients should not incur any upfront costs.

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

RESPONSE: The Steelcase channel distribution team aligns with our Steelcase sales and management teams to identify the specific areas of correction or improvement needed. This is done through meetings with customers, as needed, and with dealer management teams to ensure alignment on the root cause of the issue. From those discussions and meetings, a written corrective action plan is agreed to and tracked by all on an agreed upon schedule. Some examples of corrective actions might include things such as installation training, lead installer training, sales training, order entry training, and financial reviews; or it may include detailed plans to improve performance with specific customers.

Steelcase and our dealers work hard to take steps in adhering to performance standards that keep things from getting to the stage where a correction action process is needed; but, when required, we are all devoted to doing whatever is necessary to serve our customers.

Steelcase also assists our dealers in benchmarking some specific Dealer Order Management practices by utilizing Community of Practice groups.

#### **Steelcase Corrective Action – Quality Improvement Request**

- In the unlikely event that one of the Steelcase dealer's performance is less than satisfactory, Steelcase uses a Quality Improvement Request (QIR) and a Performance Improvement Plan (PIP) to promote positive change in dealer performance.

- The QIR process is used to document performance and impose immediate corrective action where any service level deficiency is determined.
- Steps are incorporated to ensure appropriate management level involvement to put permanent corrective action steps in place as soon as possible to effectively resolve the issue.
- Follow-up steps are built in to monitor performance over time to confirm that the remedy is effective on a long-term basis.

**3.7.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.**

RESPONSE: Steelcase and our authorized dealers are dedicated to the prompt resolution of any issues that may arise. There are multiple channels through which product or service complaints may be received, including from our dealers, 1-888-Steelcase, web-based forms, e-mail, fax, and other sources. Once a complaint is received by Steelcase, the information is entered into a specialized program called LASER (Lean After Ship Experience Rationalization) Notification. From this program, a ticket is created to monitor and manage resolution. Related issues are logged under the same ticket number. A multi-level escalation process exists to ensure ownership of a ticket/issue at a level in the company appropriate for determining a solution and managing complaint resolution.

The method of investigation and resolution of complaints varies significantly, based upon the situation. Some solutions may already exist within available information sources, while others need to be created through collaboration with the appropriate individuals, groups, plants, etc. Throughout the process of determining an appropriate solution, it is the responsibility of the current ticket/issue owner to maintain the accuracy of the information documented within LASER (e.g., ticket ownership, status, supporting documentation and correspondence, etc.). Once the appropriate solutions are identified, the ticket/issue owners within Steelcase are responsible for communicating proposed solutions back to our customer. Upon acceptance, the ticket/issue owner is responsible for managing solution implementation at a level appropriate to meeting and exceeding our customer's expectations.

The Steelcase LASER system documents claims and manages resolution of shipping-related issues. LASER provides a web interface with SAP for our dealers to file quality, warranty and transportation claims. Notifications are created in SAP and, depending on the claim type, are routed electronically to the appropriate team where resolution of the claim is managed.

An escalation process is designed into the system to ensure assignment of properly trained resources to manage resolution based on claim complexity. Claim data is aggregated and analyzed to drive continuous improvement efforts across the company.

In addition, concerning an issue a dealer has, we:

- Send out an annual dealer survey to all authorized dealers asking for their input. We carefully analyze their feedback and compare/benchmark the feedback to the prior years' results to spot trends, etc. Then we report back the results to all dealers and inform them of the continuous improvement initiatives that we've implemented to address their issues and concerns.
- Meet with our Dealer Council several times a year. The Dealer Council (made up of about eight dealer leaders) represents their dealer peers nationally. The Dealer Council discusses and addresses issues and concerns brought up by all dealers. The Dealer Council then prioritizes the most important items and creates sub-teams to resolve the issues.

- Steelcase offers dealers an opportunity to participate in a Steelcase-sponsored dealer survey tool called ViewPoint. Dealers use ViewPoint to collect feedback from their customers. Over 50 dealers participate in this survey tool. Some of the questions asked and the feedback received from this tool relate to Steelcase's performance. We analyze this feedback in aggregate and report it back to leadership and other internal groups to corroborate feedback they already have, or to inform them of other continuous improvement opportunities. Again, these opportunities are analyzed, prioritized, and addressed based upon their importance to our dealer network and to Steelcase.

**3.7.f-1 Describe how the OEM will train Authorized Dealers on implementing and marketing the NASPO ValuePoint Master Agreement.**

RESPONSE: Being able to successfully implement and market the NASPO ValuePoint Master Agreement begins with proactively providing our Steelcase Authorized Dealers with a thorough understanding of what the Master Agreement is, how it relates to a Participating Addendum (PA), and the proper steps and process to actively initiate respectful discussions with interested entities. Having a solid understanding of these fundamental elements and the process will enable Steelcase and Steelcase dealers to effectively build a solid strategic plan to define the benefits of a PA and become skilled in effectively communicating the value of the resulting contract to potential customers.

To facilitate and accelerate implementation, Steelcase will share with dealers "easy to understand" operational "Playbook" materials providing a summary of the agreement, its proper application, essential elements for quick assimilation and communication, as well as frequently asked questions. These materials will be provided during in-depth training sessions focused on delivering to dealers the most critical aspects of these agreements. With this training and these tools, representatives will know exactly how the agreement functions, how and where to find key information regarding the products on contract, pricing, order documentation and other items important to effectively work with their customers.

Also, it is important to note that this agreement offers Steelcase products of high quality and value, grounded in extensive research and the resulting insights into the ways people work. As such, we provide Authorized Steelcase Dealers with training and development opportunities designed to build knowledge on products, application, specification, installation and service that delivers innovation and quality in the workplace.

**3.7.f-2 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.**

RESPONSE: Steelcase has established a specific Competitive Discount Authorization (CDA) quote supporting the product pricing structure submitted in response to this NASPO ValuePoint RFP. The CDA specifically defines which products are permitted based upon contract award pricing and does not support products that are not part of the agreement. Upon award, Steelcase will verify that the awarded categories and products are accurately reflected in the CDA. Dealers will not be able to order product that hasn't been approved unless it is added to the agreement with NASPO ValuePoint approval or is ordered following established procedures for open market items. This will be clearly communicated in the training described in 3.7.f-1 and supported via the operational "Playbook" to address expectations directly with clarity and transparency.

## 3.8 Environmental

## 3.8 Environmental

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

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#### 3.8.A.1 Provide a website link to your current environmental sustainability policy if available. (Per Q&A response, an attached version of the policy is acceptable.)

RESPONSE:

[https://www.steelcase.com/content/uploads/2017/08/Steelcase\\_Global\\_Environmental\\_Policy\\_Statement.pdf](https://www.steelcase.com/content/uploads/2017/08/Steelcase_Global_Environmental_Policy_Statement.pdf)

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

RESPONSE: <https://www.steelcase.com/content/uploads/2016/12/2016-Steelcase-CSR-3.pdf>

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

RESPONSE: Through research and innovation, we're constantly seeking and implementing new and improved transportation methods to continue to meet world-class performance and safety standards while minimizing our environmental footprint. The work done on the delivery side of our business may be the least understood area of Operations by customers. The complexity our transportation teams manage in getting products to customers in a sustainable way once the manufacturing process is complete may be one of the most important aspects of our value proposition and the delivery capabilities Steelcase offers. It is important that you select a partner who can make and deliver products and services that meet your specific needs all while keeping sustainability in mind. We use our own research and insights on how to make a team more effective through collaboration in our Logistics team space, which facilitates the efforts of the teams managing the delivery process with continual, intentional refinements in our shipping practices. This effort enables Steelcase to optimize travel routes to shorten distances and improve fuel use – meaning less waste and potential savings. Quality and sustainability is in the details, and no one delivers these like we do. To see what we are doing to deliver, click on the hyperlink below:

<https://p.widencdn.net/so2wp1/17-0080097>



PLAN / SOURCE / MAKE / DELIVER

## Steelcase Global Logistics

Your business is under pressure. Competition is getting even more intense. And when it comes to the places where work happens, you expect those places to perform as well as your people. The spaces need to be ready for your team. On time, every time. At Steelcase, we focus on the details. Our logistics system is designed to predict, identify and solve problems before they happen. We expect the unexpected. In fact, that's what we plan for. You should expect your partners to find efficient solutions. You can expect Steelcase to do more. With regional distribution centers and essential partnerships strategically located around the world, we can adjust, so you don't have to. We can help you get down to business — faster.

### Every day, Steelcase manages...

Weather Tracking	<b>3,000+</b>	Customer Deliveries Managed Weekly
Traffic Analysis		
Webcam Observation	<b>150,000+</b>	Products Delivered Each Day
Social Media Monitoring		
News & Events Monitoring	<b>78,000+</b>	Customer Locations Globally
Change Order Adaptability		
Collaborative Problem Solving	<b>250,000+</b>	Miles Driven Each Day
Data-Driven Decision Making		
Dynamic Routing	<b>99.93%</b>	Complete Shipments To Customers
Predictive Delivery Reporting		

**Quality is in the details and no one delivers quality like we do.  
That's the Steelcase difference.**

**Steelcase**

Below are a few examples of our sustainable transportation practices:

- Specifying proper tires
  - increase MPG
  - longer tire life/less tire purchases due to premature wear
- LED lighting project for shop lights
  - approximately 700 T8 florescent bulbs replaced with LED bulbs
  - 30 outdoor sodium bulbs replaced with LED
- Compressed air system overhaul
  - repair leaking fittings
  - repair and replace regulators
  - repair and replace air dryers
  - repair and replace leaking hoses
- High pressure hydraulic system for lifts (eliminated 55 gallons per month hydraulic oil leak)
  - repair leaking pressure lines
  - replace leaking truck lift
- Clean out of outdoor drain at the wash facility
  - allows wash bay water and run off to be reclaimed into city waste water rather than into ground water
- Aerodynamics/driving habits to push MPG
  - addition of fairing to highway trucks
  - coaching on driving habits
  - “no idle” policy
- Transitioned transportation from trucking to rail to conserve fuel

While we don't count two-wheelers as part of our mainstream fleet, we've used bicycles on rare occasions to deliver products where traditional means proved impractical. When it comes to customers, we go the extra mile.

Our packaging and transportation initiatives are part of our holistic approach to optimize every phase of the product lifecycle. Steelcase's packaging and transportation specialists are key partners in the product development process. Collaboration is critical to working towards orders being delivered in perfect condition, on time and with every consideration of environmental impact.

We use a wide range of methods to improve how we deliver on that promise, collaborating with dealers and transporters, and are constantly refining strategies. For example, our incident management system allows us to stay up to date with our deliveries and road conditions on a minute-to-minute basis.

It accounts for everything from weather forecasts to traffic patterns, enabling us to quickly adjust transport routes—ensuring trucks spend less time idling and more time delivering orders.

Local and regional considerations are factored into transportation and packaging solutions for products so that all shipments—whether they're heading to Minneapolis, Missoula or Madison—receive the same levels of attention and protection. It begins with our rigorous, four-level testing model for packaging methods. We measure everything from vibrations to drops, crush tests to temperature changes, and even have a simulation track that allows us to mimic real road conditions.

### **3.8.A.4 Information about any sustainable packaging services your firm offers.**

RESPONSE: At Steelcase, our packaging team takes a methodical approach to uncovering opportunities for improvement and innovation. It begins with our rigorous testing model for packaging methods featuring four distinct levels, each tougher than the last. From dropping boxes to vibrating tables, crush tests to temperature changes, our engineers ensure our packaging protects customers' products and arrives intact. Thanks to our efforts, more product is arriving safely to customers, creating fewer incidents of damage and wasted materials. The same attention we give to sustainable transportation options extends to the materials we use to pack and ship product. Though we have several successful methods to pack and ship products, we're constantly experimenting and evaluating alternative approaches in the search for materials with superior performance. Over the last few years, we've moved toward knockdown packaging, lightweight corrugated paper, and recycled and recyclable substances. We're actively reducing synthetic materials and polyurethane packaging, instead choosing recyclable materials. When synthetics are required, we opt for polyethylene and polypropylene instead of styrene-based packaging for easier recycling.

While simultaneously increasing the recycled content of our packaging materials, we're piloting new methods to increase material yield.

- At our Kentwood, Michigan plant, we're sending corrugated cardboard through a machine that cuts boxes to custom sizes as needed. This has reduced our warehouse space requirements by 35%, saves us 40% on material, and has resulted in yearly savings of \$420,000.
- We're also experimenting with a new, thinner stretch film as another way to reduce our materials consumption, which can also mean less packaging to recycle post-delivery. So far, the results are positive: 30 percent less material used and significantly less machine usage time.
- Approximately 60% are shipped uncartoned in blankets and reusable containers (when cartons are necessary, we use lightweight corrugated paper, saving 1,000 tons of paper waste each year).
- Most worksurfaces are shipped on wooden pallets, saving 2,400 tons of carton scrap each year and almost 42,000 trees.
- We use reusable, CFC-free polyurethane foam "buns" instead of corrugated cartons to ship approximately 40% of Sensor®, Rally®, Criterion® and other chairs (they can be returned for reuse as many as four times before being incinerated at a waste-to-energy facility).



- Steelcase also recycles incoming packaging. For example, vendors' corrugated packaging is reused as dividers in Steelcase parts inventory operations, and cartons are reused for internal shipping.

### **3.8.A.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.).**

RESPONSE: Our sustainability vision is clear: bring lasting value to our customers, employees, shareholders, partners, communities and the environment. We do this by:

- Designing products and solutions to benefit people
- Consulting with customers to help meet sustainability goals
- Collaborating with key partners to further the science and practice of sustainability
- Operating in a socially responsible way
- Increasing expectations of our supply chain partners
- Reporting global metrics

Recent highlights include:

- Strengthening our 100% renewable energy portfolio by executing a 12-year virtual power purchase agreement (VPPA) for 25 megawatts of wind power from Southern Company's subsidiary Southern Power's Grant Plains Wind Facility
- Expanding our end-of-use services—helping customers with their own sustainability goals and diverting millions of tons of furniture from the landfill
- Doubling volunteering to over 38,000 hours of people making a difference in their communities
- Driving down our VOCs, water and waste, making progress on our ambitious 2020 goals while concurrently expanding global production

As we've worked to diversify our investments in renewable energy resources, we continue to take a hard look at the energy used to power our operations and their associated greenhouse gas emissions.

As a global company with high production levels, we know that each percentage point reduced adds up across our global operations—and brings us closer to our goal of 25% energy reduction by 2020.

We've adopted the new World Resources Institute guidance for greenhouse gas reporting, and we are expanding our data gathering to include a selection of our indirect impacts. By expanding the scope of our metrics, we can more accurately influence, track our usage, and develop comprehensive strategies to pursue further reductions.

One of the many strategies we're pursuing to hit our energy goals is the installation of advanced meters to track electric use in select facilities. In collaboration with the U.S. Department of Energy's "Better Plants Program," we're collecting feedback on our electrical energy use, which enables us to perform preventative and corrective measures in real time.

Using the data, we've found better ways to measure, understand, share and report the details of our energy usage and impact. We have empowered our employees to work together in reduction strategies and help develop targeted future goals. Considering the success of this program, we are investigating opportunities for implementing similar technologies at all our major facilities, which will improve overall energy data tracking.

In our Kentwood, Michigan facility we've recently installed a state-of-the-art lighting control system. This system allows us to pinpoint which lights were activated and when. Using insights from this technology, we were able to remove lights, install improved equipment and enhance light. This investment has reduced our lighting consumption by 76.8%, or about 4 million kilowatt hours per year.

**3.8.A.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.**

RESPONSE: It is a Steelcase policy and practice to work in full cooperation with the agencies that regulate our business to ensure that we are compliant with applicable laws and regulations. To support our compliance efforts, we have dedicated internal compliance personnel who regularly conduct internal reviews as they relate to specific codes and regulations. This aligns closely with three of our Steelcase Values—namely, to Act with integrity, Tell the truth, and Keep commitments. Another core value at Steelcase is to Protect the environment, which we take very seriously; it provides passion behind our sustainability promise and vision. These are outlined and published both on Steelcase.com and in our Corporate Sustainability Report. While we do label some of our Steelcase products to alert a purchasing entity of an environmental attribute such as Technical Bulletin 117-2013 and others, these labels have been more focused on compliance in nature. Much of our work is deeply focused on designing products and solutions to benefit people and ensuring they're the best solutions for the environment from the beginning. That's why every step of the way, through design, manufacturing, delivery and product lifecycle, we consider the impact of our work on the people and on the environment and uncover opportunities to make things better. We do strive to make it easy for people to find and identify the environmental attributes of our products via online certificates and product environmental profiles reflecting our commitment to deliver on our promises. These certificates carry several third-party verified certifications. They are publicly available 24/7 on Steelcase.com and are referenced directly in our Product Environmental Profile (PEP) documents. BIFMA level, C2C and SCS Indoor Advantage are examples of three certifications.

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

RESPONSE: The following are some recent awards or acknowledgements we've received during the past five years:

#### 2017

- Clean Corporate Citizen (C3) designation from the Michigan Department of Environmental Quality

#### 2016

- 2016 Best and Brightest Sustainable Companies in Michigan, honored by the Michigan Business & Professional Association

#### 2014

- The Michigan Business & Professional Association named Steelcase among the Best and Brightest Sustainable Companies in Michigan for the fourth year in a row.
- Steelcase's director of global environmental sustainability, Angela Nahikian, was named to GB&D Magazine's Most Powerful Women in Sustainability – honorable mention
- The U.S. EPA awarded Steelcase a Green Power Leadership Award, which recognizes the leading actions of organizations that significantly advance the development of green power sources.

#### 2013

- Steelcase was recognized by the US EPA Green Power Partnership (we were a founding member) for our purchase of Renewable Energy Credits equal to 100% of our global electricity consumption.
- WorkLife Center in Toronto was LEED certified by the Canadian Green Building Council
- Steelcase Innovation Center was awarded LEED Platinum certification under the Commercial Interiors Standard and achieved the highest point total awarded to date for a project in Michigan.

#### 2012

- Named to the 101 Best & Brightest Sustainable Companies list, presented by Corp! Magazine. The award celebrates Michigan-based organizations that are working to advance sustainability.
- Recognized as a Michigan Green Leader for Sustainability by the Detroit Free Press. Steelcase received this award for the second consecutive year.
- Climate Counts, an organization dedicated to fighting global warming, ranks Steelcase as industry leader in combating climate change.

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

**3.8.B.1 to 5 BIFMA e3 level, Cradle to Cradle, or Greenguard or SCS Indoor Advantage, or ANSI/BIFMA X7.1**

RESPONSE: An Environmentally Preferred Product matrix has been provided on the pages that follow.

\*Not applicable; electrical, lights and worktools are excluded from the scope of ANSI/BIFMA M7.1 Furniture Emissions Standards

Environmentally Preferred Products					
Product	one of the below required		SCS Indoor	Post-Consumer Recycled material	Total Recycled Content
	C2C	e3 level			
200 Series laterals	x		x	18%	31%
900 Series laterals	x	x	x	18%	31%
Airtouch		x	x	20%	63%
Akira tables		x	x	up to 10%	65%
Alight seating		x	x	1%	1%
Amia	x	x	x	Up to 24%	Up to 34%
Answer	x	x	x	13%	46%
Answer Freestanding		x	x	12%	48%
Aspekt seating		x	x	11%	19%
Aspekt tables		x	x	11%	20%
Astor		x	x	0%	1%
Au Lait tables		x	x	up to 7%	Up to 60%
Avenir	x	x	x	13%	46%
B-Free furniture & panels	x		x	15%	27%
Bivi		x	x	Up to 18%	Up to 32%
Bob seating		x	x	9%	11%
Bottomline task light	not applicable for electrical, lights and worktools			14%	Up to 25%
Brody lounge seating	x	x	x	8%	14%
Buoy		x	x	3%	5%
c:scape	x	x	x	15%	32%
Cachet seating		x	x	1%	2%
Campfire		x	x	10%	52%
CG_1		x	x	8%	24%
Chord seating		x	x	Up to 6%	Up to 20%
Circa lounge		x	x	0%	up to 1%
cobi		x	x	9%	16%
Computer flat panel arms	not applicable for electrical, lights and worktools			19%	Up to 26%
Computer desktop support tools	not applicable for electrical, lights and worktools				
Context	x	x	x	13%	43%
Convenc Conf Collection		x	x	Up to 2%	UP to 83%
Coupe		x	x	1%	1%
Crew guest seating		x	x	10%	18%
Crew task seating		x	x	9%	17%
Criterion		x	x	9%	16%

Currency		x	x	1%	81%
dash	not applicable for electrical, lights and worktools			20%	33%
Derby		x	x	19%	76%
Duo storage		x	x	6%	71%
Elective Elements	x	x	x	1%	76%
Empath recliner seating		x	x	14%	24%
E-Table		x	x	9%	56%
Exponents		x	x	2%	80%
Eyesite	not applicable for electrical, lights and worktools			18%	30%
FlexFrame		x	x	10%	58%
Folio		x	x	1%	77%
FrameOne		x	x	9%	48%
FYI Series monitor arms	not applicable for electrical, lights and worktools			19%	Up to 26%
Garland	x	x	x	3%	71%
Gesture	x	x	x	UP to 13%	Up to 33%
Groupwork	x	x	x	6%	61%
High Density Storage		x	x	7%	65%
Hosu		x	x	6%	12%
i2i		x	x	17%	28%
Jack seating		x	x	11%	20%
Jenny seating		x	x	0%	3%
Jenny tables		x	x	0%	81%
Jersey		x	x	16%	30%
Kart seating		x	x	28%	41%
Kathryn		x	x	0%	1%
Kick		x	x	12%	49%
Lagunitas lounge		x	x	10%	30%
Lagunitas tables		x	x	13%	41%
Last Minute		x	x	9%	17%
Leap	x	x	x	Up to 26%	Up to 35%
LED light	not applicable for electrical, lights and worktools			2%	4%
Lox seating		x	x	19%	28%
Massaud Collection		x	x	5%	13%
Max Stack III		x	x	15%	26%
media:scape		x	x	19%	45%
media:scape Lounge		x	x	1%	2%
Millbrae		x	x	5%	12%
Montage	x	x	x	11%	42%
Montara650		x	x	4%	7%
Move 490	x	x	x	17%	25%
Node	x	x	x	Up to 10%	Up to 16%
Ology		x	x	7%	56%
Organization worktools	not applicable for electrical, lights and worktools			Up to 1%	Up to 17%
Pathway Post & Beam System	x	x	x	40%	58%
Payback		x	x	2%	84%
Player		x	x	14%	25%
Potrero415		x	x	13%	53%
Premium Whiteboards	x	x	x	5%	66%

Protégé		x	x	12%	21%
QiVi		x	x	Up to 4.5%	Up to 29%
QT Pro	not applicable for electrical, lights and worktools				
Regard		x	x	8%	31%
Reply		x	x	10%	16%
Room Wizard II	not applicable for electrical, lights and worktools				
Runner tables		x	x	0%	Up to 60%
Scoop stool	x	x	x	14%	25%
Series 3		x	x	7%	Up to 54%
Series 5		x	x	5%	Up to 54%
Series 7		x	x	6%	Up to 54%
Series 9000	x	x	x	11%	47%
Shortcut		x	x	8%	13%
Sidewalk seating		x	x	3%	5%
Siento seating	x	x	x	18%	28%
SOTO II	not applicable for electrical, lights and worktools			9%	17%
Standard lighting	not applicable for electrical, lights and worktools			13%	Up to 25%
SW_1 lounge		x	x	20%	31%
SW_1 tables		x	x	9%	53%
Swathmore		x	x		1%
Switch		x	x	8%	15%
Tava seating		x	x	11%	16%
Terrazzo seating			x	0%	0%
Think	x	x	x	Up to 31%	Up to 38%
Thread floor power system	not applicable for electrical, lights and worktools			6%	10%
Tour		x	x	4%	65%
Train tables		x	x	12%	65%
TS bins & shelves	x	x	x	Up to 23%	Up to 85%
TS fixed pedestals	x	x	x	24%	Up to 85%
TS laterals	x	x	x	23%	Up to 85%
TS mobile pedestals	x	x	x	23%	Up to 85%
TS Tower Too	x	x	x	18%	31%
TS underworksurface laterals	x	x	x	23%	Up to 85%
TS (Kick) worksurfaces		x	x	12%	49%
Underline task light	not applicable for electrical, lights and worktools			20%	Up to 25%
Universal bookcases	x	x	x	18%	31%
Universal combination cabinets	x	x	x	18%	31%
Universal lateral files	x	x	x	18%	31%
Universal mobile pedestals	x	x	x	24%	32%
Universal privacy/modesty screens		x	x	7%	19%
Universal storage cabinets	x	x	x	18%	31%
Universal storage laminate		x	x	1%	81%
Universal towers	x	x	x	18%	31%
Universal wardrobe cabinets	x	x	x	18%	31%
Universal workstation verticals	x	x	x	18%	31%
Universal ITC/OTC bin & shelves	x	x	x	18%	31%
Universal storage	x	x	x	18%	31%
Universal tables	x	x	x	Up to 10%	Up to 84%

Universal worksurfaces & pedestals	x	x	x	24%	32%
Uno		x	x	10%	19%
Utility lighting	not applicable for electrical, lights and worktools			23%	up to 25%
Verb		x	x	Up to 17%	Up to 68%
Victor2		x	x	Up to 12%	Up to 47%
Visalia lounge		x	x	3%	4%
Walden	x	x	x	2%	73%

**3.8.B.6.a FLAME-RETARDANT-FREE. 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?**

RESPONSE: Yes, all our upholstered seating products meet Technical Bulletin 117-2013 in accordance with the manner described in Section 19094 of the California Business and Professions Code.

**3.8.B.6.b FLAME-RETARDANT-FREE. Are all upholstered seating products that meet TB 117-2013 labeled as “not containing flame retardant chemicals”?**

RESPONSE: Steelcase has been aggressively working toward the complete removal of flame retardant chemicals from all our seating products. Currently, all our upholstered seating products are labeled in compliance with TB117-2013 in CA. Per TB117-2013, those products not containing flame retardant chemicals are labeled with this SB1019 label. This represents nearly all Steelcase seating products.

Yet there are a very limited number of select products or product options that are not completely flame retardant free. In compliance with TB117-2013, those seating products must be labeled with the SB1019 label below in CA and must indicate that the upholstery materials in the product “contain added flame retardant chemicals”.



Examples are that nearly all vinyl seating products still contain added flame retardant chemicals. Also, some COMs (Customer’s Own Material) may contain added flame retardant chemicals and would be required to be labeled as such to be compliant with TB117-2013.

This is consistent with the EPA recommendation that the following specifications be included:

***Hazardous Flame Retardants:***

*Upholstered products shall meet Technical Bulletin 117-2013 (California’s furniture flammability standard) and must comply with the labeling requirements of California Senate Bill 1019, which was passed on September 30, 2014, and requires a label indicating whether the product contains or does not contain added Flame Retardants.*

To fully meet the requirement of this RFP that products must be labeled as “not containing chemicals”, vinyl seating products—or any product that could not be labeled with the SB1019 label indicating “contains NO added flame retardant”—will not be part of the agreement. That will also entail that all COMs selected by designers or the customer must be verified as tested to “contain NO added flame retardant” before they can be ordered as part of this agreement. To support this need to identify COMs that “do not contain flame retardant chemicals”, Steelcase has cataloged approximately 62,000 active COM patterns with the industry’s leading vendors in our online and searchable COM database here: Customer’s Own Material (COM). This tool searches all patterns that have been tested for application on Steelcase products. If a pattern is not found, it means that it has not yet been tested or it may not be current; and we would request that the customer submit a test request or check with the supplier for availability and proof that the COM in question “does not contain flame retardant chemicals”.

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

RESPONSE: As requested, we have provided an Environmental Product Declaration sample (“RC17020 STEELCASE 3.8.B.7 Environmental Product Declaration SAMPLE.pdf”).

**3.8.B.8 Healthier Hospitals Initiative list of compliant products for healthy interiors**

RESPONSE: As required, due to the page limitations, we have uploaded a product list and fabric list of our items available on the Healthier Hospitals Initiative site. Please refer to files:

RC17020 STEELCASE 3.8.B.8 Healthier Hospitals Initiative Fabric List. pdf

RC17020 STEELCASE 3.8.B.8 Healthier Hospitals Initiative Product List.pdf

**3.8.B.9 At least 30% post-consumer recycled material and/or 50% total recycled content (Total recycled is the amount of post-consumer recycled content and post-industrial recycled content that the product contains.)**

RESPONSE: Specific recycled material and recycled content for each proposed product has been included in the matrix set forth in 3.8.B.1 through 5 above.



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

RESPONSE: Our commitment to sustainability is sincere – and it is shown in our actions. We believe that providing the best solutions for our customers begins by ensuring they're the best solutions for our environment. That's why every step of the way – through design, manufacturing, delivery and product lifecycle – we consider the impact of our work on people and on the environment and continually uncover opportunities to make things better.

- **MATERIALS CHEMISTRY**: We're precautionary and proactive, with a comprehensive approach to understanding what goes into our products. As a leader in our industry, our materials chemistry practice assesses materials to understand their potential impact on human and environmental health. We've assessed over 1,800 materials and are actively working with our supply chain to phase out materials of concern, developing suitable alternatives where they may not currently exist.
- **LIFE CYCLE THINKING**: Know your impact, product by product. Steelcase measures a product's impact on the environment and human health at every phase – design, manufacture, delivery, use and reuse, recycle, end of life – to uncover opportunities to improve. We design products for circularity by avoiding and eliminating materials of concern, optimizing performance throughout the life cycle, and for remaking, recovery, and end of life strategies.
- **FSC CERTIFIED PRODUCTS**: If sustainability is your goal, we can help you get there – certifiably so. Steelcase can help you select solutions that contribute to certification systems such as LEED and WELL. Our wood manufacturing facility is FSC Chain of Custody certified to provide customers with FSC certified products.

### **3.8.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.**

RESPONSE: Per the Steelcase Annual Report, Steelcase is subject to a variety of federal, state, local and foreign laws and regulations relating to the discharge of materials into the environment, or otherwise relating to the protection of the environment ("Environmental Laws"). We believe our operations are in substantial compliance with all Environmental Laws. We do not believe existing Environmental Laws have had or will have any material effects upon our capital expenditures, earnings or competitive position.

Steelcase is involved in litigation from time to time in the ordinary course of our business. Based on known information, we do not believe we are a party to any lawsuit or proceeding that is likely to have a material adverse effect on the company. We don't have any record of citations with OSHA in the past year per Steelcase Health & Safety, and there were no known environmental breaches.

To do our best to avoid breaches, it is important to have an effective health and safety program in place that requires each employee to work in a safe manner every day and to be actively involved in making their workplace safer. When employees begin working at Steelcase, or whenever there is a change in job duties or

title, a learning and development trainer, department leader or health and safety engineer (HSE) will train the employee on any hazards of the job and the appropriate safety measures to be taken. In addition, employee areas may be inspected periodically, and any unsafe work techniques or conditions are corrected. If an employee detects a possible hazard or has any questions about how to do the job safely, they are encouraged to ask their leader, HSE or the Corporate Health and Safety (CHS) department for assistance.

It is expected that all Steelcase employees will act as responsible stewards of their environment, whether it is the workplace or the natural environment (air, water, land, etc.) Steelcase employees must always contribute to the health and safety of co-workers, the community and the natural environment. It is through these efforts that Steelcase becomes a safer place to work, a better neighbor, and an effective environmental partner.

Our environmental principles, which support our core values, are as follows:

- Advance and strengthen three pillars of sustainable development:
  - Environmental health
  - Social responsibility
  - Economic prosperity
- Conduct all company operations to protect the environment and the health of our employees, neighbors and customers.
- Commit ourselves to exceeding compliance with applicable environmental laws, regulations and other obligations.
- Implement pollution prevention through proactive environmental management initiatives that promote waste reduction, recycling and resource conservation.
- Pursue environmental education and training as a corporate responsibility to ensure employee ownership and stewardship.
- Work cooperatively with environmental groups, suppliers, dealers, customers and governmental agencies.

**3.8.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>).**

RESPONSE: Understanding the deep chemistry of the products we use each day is critical in evaluating the impact a product may have on human health and the environment in which we live.

Steelcase conducts material assessments and life cycle assessments on key products to understand the impact of our products over their entire life cycles – material extraction and selection, production, transport, use

and end of use or next life. We use that information to inform the development of new products. Information is published in Product Environmental Profiles (PEPs).

As previously mentioned, we've assessed over 1,800 materials and are actively working with our supply chain to phase out materials of concern, developing suitable alternatives where they may not yet exist.

Below is a snapshot of some of the goals we're striving for, as well as the progress we've made over the last few years:

- Investing in Renewable Energy Credits (RECs) equivalent to 100% of our global electricity use
- \$5.9 million donated in 2015
- Over 38,000 employee volunteer hours in 2015
- 9.5% reduction in energy use since 2010
- 44% reduction in waste since 2010
- 9% reduction in water use since 2010
- 75% reduction in VOC emissions since 2010

**3.8.D.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.**

RESPONSE: No. Given our deep investment and experience with materials chemistry and our history of collaboration with key stakeholders, we were asked by the architects of the CFP to participate in their program as it was released. As programs like the CFP have continued to emerge, Steelcase's approach remains consistent: designing and developing sustainable products and identifying and eliminating materials of concern. Our materials chemistry platform and our current chemicals management system allow us to share information about the material characteristics of many of our key products and offer third-party verified proof of our findings; however, there are legally binding transparency boundaries that determine the degree to which we can disclose today. We also have several situations where supplier confidentiality concerns do not allow us the full material chemistry information that is necessary to fully disclose. In those situations, Steelcase must rely upon its reportable substance list or similar tactics to glean as much information as possible about the materials we buy. Steelcase has voiced our concerns and stated our reasons for not participating to the CFP program architects; and we will remain interconnected with stakeholders of programs such as CFP. We will reevaluate this decision on a regular basis as the program progresses; and we will update NASPO ValuePoint if our position changes.

**3.8.D.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 publicly available on your website. If no, please skip to question 4 below.**

RESPONSE: No, not a policy. At Steelcase, we have a significant Materials Chemistry program that seeks to avoid these chemicals. This is detailed publicly on our website here:

[https://www.steelcase.com/discover/steelcase/sustainability/#products\\_materials-chemistry](https://www.steelcase.com/discover/steelcase/sustainability/#products_materials-chemistry)

**3.8.D.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.**

RESPONSE: No, not a policy. See response to 3.8.D.2 above.

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

RESPONSE: Our company:

- requires suppliers to provide chemical information as delineated in our Legally Restricted Substances List
- requires suppliers to provide chemical information as delineated in our Beyond Restricted Substances List
- requires suppliers to provide chemical information on the EU's list of Candidate Substances of Very High Concern
- requires suppliers to provide full chemical ingredient information

Steelcase uses a variety of methods to collect chemical information from our supply chain that includes all the methods listed in a-d above, depending on the type of material and its use in our products. We strive for full chemical ingredient/formulation information as part of both our environmental certification work (Cradle to Cradle and BIFMA level) and our internal goal to provide products to the market with the best materials available that avoid the use of hazardous chemicals. One of our best examples is our work previously mentioned in Materials Chemistry. When it comes to the ingredients that make up our products, we remain committed to leading the industry. For over a decade, we've been digging deep into the materials we use in our products, understanding their impacts and sharing what we find. We're investing in material innovation, exploring opportunities to continue developing our knowledge and ensuring our products and solutions are state of the art. Collaborating with those who touch product development at every level—suppliers, designers, engineers and others—we're working to increase literacy and inspire innovation. At the same time, we're assessing our current materials, processes and products to identify new opportunities for improvement. With an

aim to drive change beyond our own operations and industry, we're advocating for better chemical standards and partnering with academia and leading companies to find answers to complex challenges. We have also engaged young minds around the topic of green chemistry to spark interest and energize the next generation of progress.

## Attachment D Pricing Information: Discount Matrix

ATTACHMENT D NASPO ValuePoint - RC17020 Steelcase Product and Discount Summary Steelcase Price List 186			
	Discount from List Price - Drop Ship %		
	\$1-\$50,000	\$50,001-\$150,000	\$150K +
<b>Systems Furniture and Accessories</b>			
<b>Monolithic Systems &amp; Accessories</b>			
Avenir, Series 9000	69.00%	72.00%	74% or more**
Answer, Univ Itc/Otc Bins/Shelves, Universal System Worksurfaces, Duo Storage w/ Answer	67.00%	68.50%	70% or more**
Kick Systems, Ts Bins & Shelves, Ts Worksurfaces	67.00%	67.00%	67% or more**
Standard Lighting, Utility Lighting	67.00%	67.00%	68% or more**
Adj Tables - Series 5	53.50%	54.00%	55% or more**
<b>Frame and Tile &amp; Accessories</b>			
Answer, Montage, Univ Itc/Otc Bins/Shelves, Universal System Worksurfaces, Univ System Wksf-Wood, Duo Storage w/ Answer & Montage	67.00%	68.50%	70% or more**
Kick Systems, Ts Bins & Shelves, Ts Worksurfaces	67.00%	67.00%	67% or more**
Standard Lighting, Utility Lighting	67.00%	67.00%	68% or more**
Adj Tables - Series 5	53.50%	54.00%	55% or more**
Balance of Worktools Products (with some Exceptions), Privacy, Bottomline, LED Linear, LED Personal, LED Shelf, Underline	49.00%	50.00%	50% or more**
<b>Seating</b>			
Protégé, Player	59.00%	60.00%	62% or more**
Criterion	69.00%	69.00%	69% or more**
462 Leap	59.00%	60.00%	61% or more**
media:scape, Brody Lounge, B Free, Umami	44.00%	45.00%	45% or more**
464 Leap Work Lounge	50.00%	51.00%	52% or more**
487 Cachet, 490 Move, Node, Node Health	53.00%	54.00%	55% or more**
Amia, Think, Reply	55.50%	56.00%	57% or more**
Steelcase Series 1	54.50%	55.50%	57% or more**
Gesture	55.50%	56.00%	57% or more**
Aspekt, Cura, Leela, Malibu, Mitra, Neighbor, Outlook Express, Outlook Hawthorne, Outlook Jarrah, Outlook Nikko, Outlook Sequoia, Sieste, Tava, Regard, Verge, Sorrel, X-tenz, Empath, Mineral, Surround, Balance of Health	45.00%	47.00%	47% or more**
Cobi, i2i, Kart, Qivi	51.00%	52.00%	53% or more**
Max Stacker III, Balance of Steel	58.00%	59.00%	60% or more**
Siento, Alcove, Collaboration, Escapade, Mingle, Oriana, Snodgrass 474 Wood, Terrazo, Topaz, Balance of Wood	51.00%	53.00%	53% or more**
Bivi, Campfire, Crew, Jack, Jenny, Scoop, Shortcut, Uno, Lincoln, Buoy, aight, Sawyer, Balance of Turnstone	54.00%	58.00%	58% or more**
Coalesse Astor, Await, Bix, Bob, Capa, Circa, Coupe, Davos, Evaneau, Hosu, Joel, Lagunitas, Massaud, Millbrae, Montara650, Passerelle, Ripple, Sidewalk, SW_1, Swathmore, Switch, Thoughtful, Together, Topo, Visalia, Bindu, Chord, Enea, Enea Lottus, Kathryn, Lox, Last Minute, Emu collection, Wrapp, LessThanFive, Balance of Coalesse	51.00%	51.00%	52% or more**
<b>Desks/Tables</b>			
Kick Freestanding	67.00%	67.00%	67% or more**
Answer Freestanding, Universal Pedestals, Universal Tables	67.00%	68.50%	70% or more**
c:scape, FrameOne, Divisio Screens	51.00%	53.00%	55.5% or more**
Context, Post and Beam, Balance of Steelcase Steel	58.00%	59.00%	60% or more**
Univ Underworkesurface bookcase, 900 Series Underworkesurface Lateral, Universal Underworkesurface Lateral, Univ Storage Laminate	63.00%	64.00%	65% or more**
TS Fixed Pedestals, TS Underworkesurface Laterals	61.00%	63.00%	64% or more**
Opus, Folio, Ainsley, Davenport, Waldorf, Aspekt, Leela, Mitra, Outlook Hawthorn, Outlook Jarrah, Outlook, Sequoia, Regard, Sieste, Sorrel, Tava, Sync, Pocket, Relay Arm, Exchange, Park, Senza, Waldorf, Neighbor, Opus, Freestanding, Chart Box, Mobile Overbed Tables, Balance of Health	45.00%	47.00%	47% or more**
media:scape, Thread Floor Power, ScapeSeries, Fitwork, B Free	44.00%	45.00%	45% or more**
Adj Tables - Ology	53.00%	54.00%	56% or more**
Adj Tables - Migration	57.00%	57.50%	58.5% or more**
Verb	52.00%	55.00%	55% or more**
Elective Elements	53.00%	55.00%	55% or more**
Garland, Walden, Impact, Flexframe, Convene, Balance of Wood	51.00%	53.00%	53% or more**
Currency, Payback, Bivi, Tour, Groupwork, Campfire, Jenny, Simple, Bassline, aight, Balance of Turnstone	54.00%	58.00%	58% or more**
Adj Tables - Series 5, Series 7, Series Bench	53.50%	54.00%	55% or more**
Akira & Runner Tables, Univ Privacy Modesty Scrn	51.00%	52.00%	53% or more**
Adj Tables - Airtouch	58.00%	62.00%	62% or more**
Coalesse Au Lait, Avon, Await, Ballet, Bix, Bob, Circa, Denizen, Diekman, E-Table 2, Enea, Enea Lottus, Free Stand, GH_1, Holy Day, Host, Lagunitas, Millbrae, Montata650, Passerelle, Potrero415, Reunion, Sebastopol, Sidewalk, Soft Leaf, SW_1, Switch, Train, Trees, Balance of Coalesse	51.00%	51.00%	52% or more**
<b>Filing and Storage</b>			
TS 200 Series Laterals, Overfile Cabinets, Balance of Steel	58.00%	59.00%	60% or more**
Ts Fixed Pedestals, TS Laterals, Ts Mobile Pedestals, Ts Tower Too, Ts Underworkesurface Latera	61.00%	63.00%	64% or more**
Univ Bookcases, Univ Combination Cabinets, Univ Storage Cabinets, Univ Towers, Univ Wardrobe Cabinets, Univ Workstation Verticals, Universal Storage Acc., 900 Series Laterals, Universal Laterals, Univ Storage Laminate, High Density Storage	63.00%	64.00%	65% or more**
Univ Pedestals	67.00%	68.50%	70% or more**
Garland, Victor2, Walden, Balance of Wood	51.00%	53.00%	53% or more**
Currency, Payback, Bivi, Tour, Balance of Turnstone	54.00%	58.00%	58% or more**
Folio, Ainsley, Opus, Sonata, Davenport, Park, Senza, Waldorf, Balance of Health	45.00%	47.00%	47% or more**
Coalesse Denizen, Exponents, New Exponents, Host, Sidewalk	51.00%	51.00%	52% or more**
<b>EXCEPTIONS</b>			
<ul style="list-style-type: none"> <li>• Steelcase Steel and Wood Price Lists: New Products, eno Accessories, eno Whiteboards, Low Profile Floor, Premium Whiteboards, Privacy Walls, PW LSG Framing, QT Pro, Room Wizard 2.0, Space Analytics, STC</li> <li>• Steelcase Worktools Price Lists: New Products.</li> <li>• Turnstone Price Lists: New Products</li> <li>• Coalesse Price Lists: New Products, Arzu, Carl Hansen</li> <li>• Steelcase Health Price Lists: New Products.</li> </ul>			
<b>OTHER</b>			
<ul style="list-style-type: none"> <li>• Only orders from Steelcase Steel, Steelcase Wood, and Steelcase Worktools Price Lists may be combined for the purpose of defining order size.</li> <li>• Terms and Conditions for the delivery and installation of architectural products will be negotiated on a project-by-project basis.</li> </ul>			

**ATTACHMENT D**

**PRICING INFORMATION: PRICE LIST**

To access the Price Lists for Steelcase, Inc., please use the following link:

<https://www.steelcase.com/states/wsca-master-agreement/>