

**AMENDMENT NO. 1
TO AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
ONE WORKPLACE L FERRARI DBA PENINSULA BUSINESS INTERIORS.**

THIS AMENDMENT NO. 1 to the Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, “County”) and One Workplace L Ferrari dba Peninsula Business Interiors, (hereinafter, “CONTRACTOR”) is hereby entered into between the County and the CONTRACTOR (collectively, the “Parties”) and effective as of the last date opposite the respective signatures below.

WHEREAS, on January 7, 2022, the County entered into Standard Agreement MYA*6195 with CONTRACTOR (hereinafter, “Agreement”) to provide office furniture and design, planning, delivery and installation services for new or existing office furniture or office panel systems for Public Works, Facilities and Parks (hereinafter “services”) through and including February 18, 2024 for an amount not to exceed \$100,000;

WHEREAS, the Agreement was awarded under the competitive Sourcewell Cooperative Agreement 121919-STI (Attachment B to the Agreement) which expires February 18, 2024;

WHEREAS, Sourcewell Cooperative Agreement 091423-STI replaces Sourcewell Cooperative Agreement 121919-STI and continues to make services available to local government agencies through December 4, 2027;

WHEREAS, County wishes to continue services under the new Sourcewell Cooperative Agreement 091423-STI,

WHEREAS, additional time and funding is necessary to allow CONTRACTOR to provide the services required by the County;

WHEREAS, the Parties wish to amend the Agreement to extend the term to December 4, 2027 and increase the not to exceed amount by \$300,000, for a total not to exceed amount of \$400,000 to allow CONTRACTOR to continue to provide services identified in the Agreement.

NOW, THEREFORE, the Parties agree to amend the Agreement, effective as of the last date opposite the respective signatures below, as follows:

1. Amend the second sentence of Section 2.0, “Payment Provisions” to read as follows:

The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$400,000.

2. Amend the first sentence of Paragraph 3.01 of Section 3.0, “Term of Agreement,” to read as follows:

The term of this Agreement is from December 21, 2021 through and including December 4, 2027, unless sooner terminated pursuant to the terms of this Agreement.

3. Amend Section 4, "Scope of Services and Additional Provisions" to replace "Exhibit B Other: Sourcewell Agreement 121919-STI and RFP" with "Exhibit B-1, Sourewell Agreement 091423-STI and RFP"
4. All other references to "Exhibit B" or "Sourcewell Agreement 121919-STI" are hereby replaced with "Exhibit B-1" and "Sourewell Agreement 091423-STI", respectively.
5. Amend Exhibit A-1, Scope of Services/Payment Provisions - Section B.1 to update the not to exceed amount to \$400,000.
6. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
7. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
8. The recitals to this Amendment No. 1 are incorporated into the Agreement and this Amendment No. 1.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

CONTRACTOR*

By: _____
Contracts/Purchasing Officer

One Workplace L Ferrari dba Peninsula Business Interiors
Contractor's Business Name

Date: _____

By: DocuSigned by:
Mark Baker

(Signature of Chair, President or Vice President)

Approved as to Form
Office of the County Counsel
Susan K. Blich, County Counsel

Its: Mark Baker CEO, Manager

(Print Name and Title)

By: DocuSigned by:
Michael Whilden

Michael J. Whilden
Deputy County Counsel

Date: 1/9/2024

Date: 1/16/2024 | 10:43 AM PST

By: DocuSigned by:
Mona Heffernan

(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)

Its: Mona Heffernan Chief Financial Officer/

Manager
(Print Name and Title)

Approved as to Fiscal Provisions

By: DocuSigned by:
Jennifer Forsyth

Auditor/Controller

Date: 1/8/2024

Date: 1/16/2024 | 4:24 PM PST

Approved as to Indemnity and Insurance Provisions
Office of the County Counsel-Risk Manager
Leslie J. Girard, County Counsel-Risk Manager

By: _____

Name: _____

Title: _____

Date: _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.



Solicitation Number: RFP #091423

CONTRACT

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

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Furniture Solutions with Related Accessories and Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires December 4, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

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

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

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

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

"Supplier", when used in connection with a purchase order, shall refer to the Dealer responsible for activities related to fulfilling the purchase order including, but not limited to, specifying, quoting, ordering, delivering, installing, invoicing and collection in accordance with the terms of this Contract. In certain situations, or in locations where no Dealer is available, Supplier may act as the Vendor under this Agreement.

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

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

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

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

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

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

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

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

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed

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from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

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

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

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

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone

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agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

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

7. CUSTOMER SERVICE

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

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;

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- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment and Products provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment and Products purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

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

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

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

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices,

informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

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

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.

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3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

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

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

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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

18. INSURANCE

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

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

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

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

Minimum limits:

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

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect,

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contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

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

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

Minimum Limits:

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

4. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

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

Minimum Limits:

\$2,000,000 per claim or event
\$2,000,000 – annual aggregate

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

Minimum limits:

\$2,000,000 per occurrence
\$2,000,000 annual aggregate

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

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

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

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

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

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

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

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

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

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-

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federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

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

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit

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Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

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

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

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

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- I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
- J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier will work with Participating Entities on a case-by-case basis to determine if it can comply with Buy American provisions.
- K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.
- L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.
- N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.
- O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Steelcase Inc.

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 12/1/2023 | 2:52 PM CST

DocuSigned by:
Megan Maguire
0F725437B2334EF...
By: _____
Megan Maguire
Title: Pricing and Contracts Manager
Date: 12/1/2023 | 8:39 PM CET

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Approved:

DocuSigned by:
Chad Coquette
By: 48BAF71B0894454...
Chad Coquette
Title: Executive Director/CEO
Date: 12/1/2023 | 5:33 PM CST

ADDITIONAL DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

PARTICIPATING DEALERS

LIST OF PARTICIPATING STEELCASE DEALERS

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

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

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

UNITED STATES:

CANADA:

ORDERS - PROCEDURE; CANCELLATION AND CHANGES**A. Procedure**

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

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

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

B. Cancellation and Changes

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

DELIVERY AND INSTALLATION PROVISIONS

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

A. Labor Charges

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

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

B. Special Markings, Packaging or Handling

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

C. Condition of Job Site

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

D. Job Site Service

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

E. Storage

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

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

F. Assembly

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

G. Damage

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

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H. Insurance

During the term of this Agreement, Dealer and Steelcase will each maintain all applicable insurance coverage consistent with local insurance requirements and local practices, adequate to meet their liabilities under the Agreement; and Dealer's insurance shall be primary. Insurance certificates are available from Dealer or Steelcase upon request. Fire, tornado, flood, earthquake, windstorm, and other all risks insurance coverage and other applicable insurance at the site will be the responsibility of Participating Entities (including any deductibles thereunder).

RFP 091423 - Furniture Solutions with Related Accessories and Services

Vendor Details

Company Name: Steelcase Inc.
Address: 901 44th Street SE
Grand Rapids, MI 49508
Contact: Nate Kolakowski
Email: nkolakow@steelcase.com
Phone: 616-430-0356
Fax: 616-246-4918
HST#: 380819050

Submission Details

Created On: Thursday August 03, 2023 09:08:30
Submitted On: Thursday September 14, 2023 10:36:28
Submitted By: Jenny Knodell
Email: jknodell@steelcase.com
Transaction #: b72060d1-0813-4bad-8e88-9b5abb49c66b
Submitter's IP Address: 107.219.68.16

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Steelcase Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Our family of brands include Steelcase®, AMQ®, Coalesse®, Designtex®, HALCON, Orangebox®, Smith System® and Viccarbe®. We offer a comprehensive portfolio of furniture and architectural products and services designed to help customers create workplaces that help people reach their full potential at work, wherever work happens.
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	All listed DBA names include Steelcase®, AMQ®, Coalesse®, Designtex®, HALCON™, Orangebox®, Smith System® and Viccarbe®.
4	Provide your CAGE code or Unique Entity Identifier (SAM):	39880
5	Proposer Physical Address:	901 44th Street SE Grand Rapids, MI 49508
6	Proposer website address (or addresses):	www.steelcase.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Nate Kolakowski Industry Sales Leader, State & Local Government 901 44th Street SE Grand Rapids, MI 49508 nkolakow@steelcase.com 616.430.0356
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Nate Kolakowski Industry Sales Leader, State & Local Government 901 44th Street SE Grand Rapids, MI 49508 nkolakow@steelcase.com 616.430.0356
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Jeff Fredrickson Director, Steelcase Government Solutions 901 44th Street SE Grand Rapids, MI 49508 jfredric@steelcase.com 616.292.9904

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Established in 1912, Steelcase is a global design and thought leader in the world of work. We help people do their best work by creating places that work better. Along with more than 35 creative and technology partner brands, we design and manufacture innovative furnishings and solutions for the many places where work happens — including learning, health and work from home. Our solutions come to life through our community of expert Steelcase dealers in approximately 770 locations, as well as our online Steelcase store and other retail partners. Founded in Grand Rapids, Michigan, Steelcase is a publicly traded company with fiscal year 2023 revenue of \$3.2 billion. With our 12,000 global employees and dealer community, we come together for people and the planet — using our business to help the world work better.

11	What are your company's expectations in the event of an award?	In the event of an award, Sourcewell and Steelcase would work closely together to execute an aggressive go-to-market strategy for the new contract. Steelcase has been a Sourcewell supplier for over 16 years, and we see significant potential to grow our business together in both the US and Canada. Our vast Dealer Network has years of expertise in executing the Sourcewell contract and developing new customers. In addition, regularly scheduled webinars would be put in place on an ongoing basis to continue to train and market our Sourcewell contract to the Steelcase field sales teams and Steelcase dealer sales organization. We also expect to establish and maintain regular communication with Sourcewell for feedback and review on mutual contract progress and performance. The continuing goal is to provide superior total solutions and value to Sourcewell and its network of members, promoting membership while increasing contract utilization and growth.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Steelcase has led the office furniture industry in sales since 1974. We are a financially strong and fiscally responsible company, with a FY23 revenue of \$3.2 billion. Our scale allows us to bring insights and resources to local markets beyond anything local competitors can offer. For an in-depth look at our financials, please see the Financial Strength & Stability attachment.	*
13	What is your US market share for the solutions that you are proposing?	Based on information available to us and our best efforts to estimate market share, we believe our market share is approximately a low double-digit percentage in the Americas, which is the leading market share in our industry. As a public company, Steelcase does not specifically call out market share data in our annual report or related filings. Further, we only delineate volume by Americas, EMEA and APAC categories in our public filings. Steelcase's total revenues from our latest fiscal year (FY23) is \$3.2 billion. For additional reference, our largest customer accounted for approximately 2% of our consolidated revenue in FY23, and our five largest customers collectively accounted for approximately 6% of our consolidated revenue. However, these percentages do not include revenue from various US federal government agencies. In FY23, our sales to US government agencies represented approximately 3% of our consolidated revenue. We do not believe our business is dependent on any single or small number of end-use customers, the loss of which would have a material adverse effect on our business. No single independent Steelcase dealer accounted for more than 4% of our consolidated revenue in FY23. The five largest independent Steelcase dealers collectively accounted for approximately 14% of our consolidated revenue in FY23. We do not believe our business is dependent on any single independent dealer, the loss of which would have sustained material adverse effect on our business.	*
14	What is your Canadian market share for the solutions that you are proposing?	Please refer to our previous response in T2.13.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, Steelcase has never petitioned for bankruptcy.	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	B. Steelcase is a manufacturer. We go to market through our extensive network of authorized dealers. Steelcase has the largest, most experienced dealer network in the industry with 770 dealer locations worldwide. Our dealers are committed to building long-term customer relationships, and serve as their customers' local, first-point-of-contact for all product, service and warranty requests. These dealerships are independently owned organizations who operate under a set of guiding principles and are upheld to rigorous service standards as set by Steelcase. As business owners themselves, they are committed to providing Sourcewell members with exemplary service no matter their location globally. 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. For more information about our network of dealers, please see Additional Document T2.16 for our worldwide dealer locations.	*

17	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>Steelcase is subject to a variety of federal, state, local and foreign laws and regulations requiring registrations, licenses and certifications in pursuit of doing commerce and business in addition to many industry practices. We believe our operations are in substantial compliance with all.</p> <p>At Steelcase, we don't need certifications to do the right thing, but we believe in transparency and accountability—and our customers do, too. We certify our products and evaluate our operations through third parties because it's an important validation for our customers, shows our work and progress and builds trust. Our sustainability certifications include:</p> <ul style="list-style-type: none"> • BIFMA LEVEL® - Steelcase leads the market in BIFMA LEVEL® certifications with 160 LEVEL® 3 certified products and 292 BIFMA LEVEL® certified products overall. • EcoVadis - Steelcase's EcoVadis Gold rating places us in the top 2% of all companies in the global furniture manufacturing industry. 2023 is the third consecutive year we were awarded a Gold rating for our industry-leading commitments to the wellbeing of people and the planet. • Science-based Targets Initiative (SBTi) – We are carbon neutral and we've set science-based targets to reduce absolute emissions by 50% in our own facilities by 2030. Since our base year of FY20, we have already decreased our absolute emissions by 26%. • CarbonNeutral product Certification - The first certified CarbonNeutral® product in our portfolio was the Steelcase Series® 1 chair, which is available in the Americas, EMEA and APAC. Now we've widened our CarbonNeutral® product certification option to our best work chairs. • Indoor Air Quality (IAQ) - Because this is a baseline requirement for many stakeholders, we hold the expectation that 100% of products going through product development must conform to these stringent third-party indoor air emissions standards. • Declare – With nearly two decades of understanding the human and environmental impacts of the materials we put into our products, pursuing Declare allows us to have our previous and future work verified by a trusted, recognized third party. Because the level of disclosure for a Declare label is so stringent, we maintain a great deal of transparency in our upstream materials supply chain. • Forest Stewardship Council + Program for the Endorsement of Forest Certification (FSC & PEFC) - On average, 80% of the wood in EMEA Steelcase branded products is PEFC certified. For selected products, FSC certified wood can be utilized upon request. • ISO 14001 / ISO 14006 - Out of Steelcase's 20 facilities, 85% are ISO 14001 registered around the world with three additional plants in North America working to achieve ISO registration. As a continuation of ISO 14001 and the environmental management system (EMS), being registered as ISO 14006:2020 confirms that Steelcase has established, implemented, documented, maintained and continually improves the EcoDesign of our products. • The Carbon Disclosure Project (CDP) - We are committed to transparency, integrity and the environment, which is why we've been reporting to CDP since 2011 on our carbon emissions, emissions reduction goals and initiatives, climate-related risk management and governance. In fact, we have received the highest CDP score in our industry and continue to focus on progress and continue to pursue opportunities to improve our disclosure and commitments. • Environmental Product Declarations (EPDs) - Because we know that these types of third-party verified documents are increasingly important for product choice and LEED credits, we are actively working to increase the amount of these documents daily, across a mix of product types and regions. EPDs can be accessed on Origin.build.com.
18	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>As a 100+ year old industry-leading company with global operations, Steelcase Inc. naturally gets involved in periodic legal proceedings including contract disputes and other claims arising from time to time in the normal course of business. Steelcase business practices have been sound throughout our existence, and we believe there is no past, current or contemplated future situation that would have any material adverse effect on Steelcase's integrity, financial stability or reputation, or that should cause our customers concern regarding Steelcase's overall business practices or continuing ability to serve them.</p>

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
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19	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>Steelcase is recognized by its peers and third-party organizations around the world for its commitments to people, the planet and our communities. Listed below are just a few of the awards Steelcase has received over the past five years. For details on these awards and more, please visit https://www.steelcase.com/discover/steelcase/awards/.</p> <p>2023</p> <ul style="list-style-type: none"> • The Civic 50 • World's Most Admired Company • Ecovadis Sustainability Rating • US Department of Energy Better Plants Award • MVAA Silver-Level Veteran-Friendly Employer • CDP Supplier Engagement Leader <p>2022</p> <ul style="list-style-type: none"> • The Civic 50 • NBAA Sustainable Flight Department Accreditation • MVAA Silver-Level Veteran-Friendly Employer • Forbes Best Employer for Women • CDP Supplier Engagement Leader • Corporate Equality Index Perfect Score • World's Most Admired Companies <p>2021</p> <ul style="list-style-type: none"> • Most Admired Companies list by Fortune in the Home Equipment and Furnishings industry • Civic 50 award from Points of Light which recognizes the 50 most civic-minded companies in the United States based on investment, integration, institutionalization and impact. • Better Practice award from the U.S. Department of Energy's Better Plants Program which recognizes innovation and industry-leading accomplishments in implementing and promoting practices, principles and procedures of energy management. • A perfect score of 100 points on the Corporate Equality Index issued by the Human Rights Campaign Foundation which designated Steelcase as one of the "Best Places to Work for LGBTQ Equality" in the United States. • Supplier Engagement Leader by CDP which ranked Steelcase in the top 7% of companies who build sustainable business models and work with suppliers to reduce their emissions. • Americas Best Large Employers list by Forbes which ranked Steelcase at 147 out of 500 companies with at least 1,000 employees. <p>2020</p> <ul style="list-style-type: none"> • 100 points on the Corporate Equality Index issued by the Human Rights Campaign Foundation • One of Newsweek's 2020 Most Responsible Companies in America • Civic 50 Award • One of Wall Street Journal's 100 Most Sustainably Managed Companies <p>2019</p> <ul style="list-style-type: none"> • World's Most Admired Company list by Fortune ranking number one in the Home Equipment and Furnishings industry sector • Women's Forum of New York's Breakfast of Champions recognition for women holding over 30% of Steelcase Board of Director seats Association • HR Executive magazine, #34 in the top 50 companies most admired for HR: people management, innovation and management quality. 	*
20	What percentage of your sales are to the governmental sector in the past three years	In the governmental sector, our percentage of sales represented approximately 6.90%, 7.56% and 8.11% of the Americas segment revenue in 2023, 2022 and 2021, respectively.	*
21	What percentage of your sales are to the education sector in the past three years	In the education sector, our percentage of sales represented approximately 18%, 12% and 16% of the Americas segment revenue in 2023, 2022 and 2021, respectively.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Sourcewell is the primary national cooperative contract Steelcase utilizes to service state & local government, education and non-profit clients. We utilize Sourcewell as a national contracting vehicle due to its broad acceptance and ability to reach the preceding noted client groups.	*

23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>Sourcewell is the primary national cooperative contract Steelcase utilizes to service state & local government, education and non-profit clients. We utilize Sourcewell as a national contracting vehicle due to its broad acceptance and ability to reach the preceding noted client groups.</p> <p>Other cooperative procurement contracts that Steelcase holds:</p> <ul style="list-style-type: none"> • Educational and Institutional Cooperative (E&I) • Vizient – Healthcare GPO • HPG – Healthcare GPO • Premier – Healthcare GPO • Green Health Exchange – Healthcare GPO • NASPO Valuepoint • GSA Contract – Federal Government • BuyBoard • Omnia partners • Kinetic • State contracts: AL, AK, AR, CO, CT, FL, GA, HI, ID, KS, KY, LA, MN, MS, MT, NV, NJ, NM, NY, NC, ND, OH, OR, PA, SC, TX, UT, VT, WI
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Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
Francis Tuttle Technology Center	Minna Lairt	405-717-7799
City of Sioux Falls, South Dakota	Scott Rust	605-321-5501
County of Larimer	Connie Gunter	970-498-5909

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Customer 1	Government	District of Columbia - DC	252	\$17,964	\$167,329,539
Customer 2	Education	California - CA	253	\$5,765	\$77,121,188
Customer 3	Government	Texas - TX	196	\$11,853	\$14,586,661
Customer 4	Government	BC - British Columbia	145	\$15,721	\$13,651,095
Customer 5	Education	New York - NY	198	\$10,864	\$10,339,005

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *
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26	Sales force.	<p>Steelcase's sales force is a unified effort between Steelcase sales—both at the corporate and local levels—and our Authorized Dealer Network. While each Steelcase dealer maintains its own sales force, the Steelcase sales representatives complement the market and work closely together to bring our customers quality solutions and unparalleled service.</p> <p>Steelcase Sales Network Many Steelcase sales and support staff have a 'home base' in their local region called a WorkLife Center. The Steelcase WorkLife Centers are designed to illustrate how space can amplify the performance of individuals, teams and enterprises, and feature the latest and greatest products in a range of applications. There are nine WorkLife Centers in the US and Canada and are located in:</p> <ul style="list-style-type: none"> • Atlanta, Georgia • Boston, Massachusetts • Chicago, Illinois • Dallas, Texas • Los Angeles, California • New York, New York • San Francisco, California • Toronto, Canada • Washington, D.C. <p>Additionally, our Global Business Center Headquarters is located in Grand Rapids, Michigan and has over 2,200 employees whose roles cross a variety of functions, including providing support to the sales field and dealers. Our Business Center in Monterrey, Mexico will also have teams that support Sourcewell Members.</p> <p>Leading our sales efforts through a newly awarded contract would be Nate Kolakowski. He will serve as the primary point of contact for Sourcewell and accountability for Steelcase. Nate has responsibility for the successful implementation and fulfillment of any resulting Sourcewell contract, if awarded. He reports to Jeff Fredrickson, the Director for Steelcase Government Solutions. Jeff works closely with Nate to further enhance and promote Sourcewell and provide service to Sourcewell Members. This continuity has helped Steelcase maintain an emphasis on the contract requirements and bring management focus to the contract with Sourcewell.</p> <p>Selling through our Dealer Network Through approximately 380+ Steelcase dealer sales locations in the U.S. and Canada, each Steelcase dealer maintains its own sales force who work closely with Steelcase sales representatives throughout the selling process. The attention of our Steelcase sales force is fully focused on selling the entire Steelcase Inc. portfolio and Partner products being offered in this Sourcewell RFP proposal response and are not responsible for selling other products that are not part of this offering. Both Steelcase and our dealers have specific sales representatives assigned to Sourcewell Member sectors as well as specialized workplace consultants in the higher education and healthcare segments.</p> <p>Please see Additional Document T6.26 for more information, including the Steelcase team supporting Sourcewell.</p>
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27	Dealer network or other distribution methods.	<p>Steelcase goes to market through our industry-leading dealer distribution network. Our dealers are a worldwide community of experts who understand their local market and serve as a strategic partner for your workplace journey. Dealers perform installation, warranty work and other valuable services, such as navigating local guidelines, regulations and resources.</p> <p>The relationship we have with our dealers is extremely unique—instead of signed agreements we have trusted long-term relationships with our dealers and treat them as business partners. Steelcase thoroughly assesses each candidate, including the principal owner(s) of the business and proposed management team, before being appointed as an Authorized Steelcase Dealer.</p> <p>We hold our dealers to a high level of quality and exceptional performance and will utilize all our resources to ensure customer needs are met. Steelcase management conducts annual formal sessions with dealer management to identify any training or resource needs. Steelcase also awards dealers as Platinum Partners when they stand out for exceptional service and extraordinary results through strongly engaging with Steelcase, customers and their local community.</p> <p>Your local Steelcase dealer is connected to a network in 250 cities across North America, and more than 770 dealer locations globally. The Steelcase Authorized Dealer Network is comprised of 380+ dealer locations throughout North America and Canada. Our dealers provide the local point of contact and significant scalability to execute large, complex projects consistently within budget and on-time. Their teams offer local knowledge, skilled labor, workplace installation, regional asset management and other services that may include providing audio-visual technology, floor coverings, ceilings and more to satisfy customer projects and high expectations.</p> <p>Steelcase is responsible for providing insights-based, high quality and innovative products to our dealers to meet the evolving needs of our customers and Sourcewell Members. Each dealership utilizes its own sales and services force – supported closely by Steelcase – to provide Members with the specific services they require. As experienced business owners, dealers recognize that they can only be successful by fully meeting or exceeding their customers' needs. To that end, they are committed to providing Sourcewell Members exemplary service in their local marketplace.</p> <p>Our dealers also work on a common business platform called Hedberg Business Management System, wholly owned by a subsidiary of Steelcase, to support the entire sales, planning, order management, receiving, warehousing and financial management life cycle. Through Hedberg, dealers can:</p> <ul style="list-style-type: none"> • Create a direct link between the designers' drawing and the corresponding quote. • Automate and manage all discount levels supplied to Sourcewell. • Color code sections of the order to efficiently manage the staging of a project while maintaining a tight project schedule. • Convert the quote into an electronic order that connects directly to the manufacturing process. • Manage all deficiency reorders and track metrics to measure performance. <p>The Hedberg system allows dealers to manage product lead times by individual product electronically and proactively. The lead time for every item is provided—based on the actual order at the manufacturing facility—and can be run many times throughout the quote and post-order stages. This ensures we properly align any reservation dates and logistical requirements regarding the quote, such as overall cubage and delivery groupings.</p> <p>The Hedberg platform would require a single enablement for each Member. Steelcase is responsible for the software development, hosting, implementation management and all technical aspects of site setup, configuration, integration and testing. Dealers are responsible for local content definition and management of catalogs plus additional content/customization in support of each Member.</p> <p>Please see Additional Document T6.27 to review more information about our dealers and their offered services.</p>
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28	Service force.	<p>Over 380 Steelcase dealer locations—with dealer sales, sales management, installers and support staff located throughout North America—serve as our customers' local, first-point-of-contact for all product, service and warranty questions and requests. As experienced business owners, dealers recognize that they can only be successful by fully meeting or exceeding their customers' needs. A significant percentage of the products sold by Steelcase dealers are the Steelcase and partner products being offered in this Sourcewell RFP proposal response. Most of our Steelcase dealer sales force attention focuses on selling the entire Steelcase Inc. portfolio and partner products we are proposing. They are committed to providing their customers exemplary service and to building long-term relationships with them.</p> <p>To further ensure that dealer's customers have a positive experience:</p> <ul style="list-style-type: none"> • In-house experts receive specialized training from Steelcase workplace consultants, designers, order entry, project management and installers. For example, there are approximately 1,700 dealer installers and, on average, Steelcase provides additional training to more than 400 installers a year. If a Sourcewell Member did have their own installers, they could have access to Steelcase training, however, every third party must be sponsored by a dealer or Steelcase. • Steelcase also provides easy online access to our product installation instructions 24/7 here: www.steelcase.com/installers/ • Documented project processes are in place to address every step from solution development to final installation. <p>To support our dealers in their customer service efforts, each dealer has dedicated Customer Service Representatives in the Order Fulfillment Team at Steelcase. Additionally, dealers and Sourcewell Members have access to a variety of Steelcase customer service experts by calling 1-888-STEELCASE. This toll-free number serves as the single point of contact for all dealer questions and to reach experts in billing services, sales services, service parts and problems, complaints and warranty issues.</p> <p>Ensuring A Smooth Process Steelcase dealer customer service representatives use our Hedberg Data Systems, a fully owned subsidiary of Steelcase, which is tightly integrated with Steelcase's business systems. Hedberg ensures a streamlined order process and virtually eliminates order errors. Through EDI transactions Hedberg provides a constant, audited flow of your information. With Hedberg, Sourcewell Members can:</p> <ul style="list-style-type: none"> • Receive electronic quotes, orders, invoices and reports. • Assign required delivery dates. • Add special delivery requirements. • Include tagging, etc. • Send the order to Steelcase via EDI. <p>Steelcase receives EDI orders Monday through Friday from 7:45am until 11:45pm and Saturday at 6:45pm. Once Steelcase receives the order in SAP, your representative will review the order to ensure your needs have been met. Additionally, your dealer will receive an acknowledgement via EDI at the same time. Real time status of the order can be viewed via Web Tracks.</p>
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>Placing an order When Sourcewell Members are ready to place an order for Steelcase products, their Steelcase participating dealer will accept and enter the order as the seller using their Hedberg Business Management System. Our proprietary software technology, Hedberg, greatly increases accuracy and saves our customers time and money. Hedberg fully integrates with our dealer partner's system and supports the entire sales, planning, order management, receiving, warehousing and financial management life cycle. Partnered with Steelcase's business systems through EDI transactions that provide a constant, audited flow of your information, Hedberg provides you with electronic quotes, orders, invoices, reports and more.</p> <p>Members shall initiate orders by sending to Steelcase Participating Dealer(s) a written or EDI purchase order containing the minimum required information listed below:</p> <ul style="list-style-type: none"> • Member's order reference number • Sourcewell Steelcase contract number • Sourcewell Member number • Designation of products (e.g., style number) and/or services covered by the order • Designation of surface materials • Order Q\quantity • Price • Requested delivery date • Shipping address including contact name, dock information, etc. • Billing address for invoices • Special shipping or handling requirements • For Worktool products, specify "ship complete" unless split shipments are acceptable

		<p>Steelcase participating dealers and Steelcase will use their best efforts to comply with delivery dates requested by Member on orders. For large orders, Steelcase recommends that Members provide as much notice as possible to Steelcase participating dealer in advance of the order to reserve manufacturing capacity. Steelcase participating dealer shall acknowledge receipt of each order to Member, noting the acknowledged Steelcase ship and scheduled local delivery dates.</p> <p>Changes and Cancellations Sourcewell Members can cancel or change their order with written notice to their participating Steelcase dealer. Steelcase and our dealers will work to minimize any charges to the Member because of a request for change or cancellation and will use commercially reasonable efforts to accommodate their requests. Due to any changes or cancellations, Steelcase cannot guarantee production schedules will be available to match requested changes.</p> <p>No charges shall exceed the invoice amount of the changed/cancelled portion of the order plus any Steelcase participating dealer-related costs (e.g., design), if applicable. In no event shall the change/cancellation charge(s) include any penalties to the Member. Additional charges and schedule impact will vary depending on the complexity of the change and schedule impact. Applicable charges for any changes or cancellations includes:</p> <ul style="list-style-type: none"> • If production has begun (including the ordering of parts and materials), a charge may be applied up to the full invoice amount of the order. In determining applicable charges for change or cancellation, each request shall be reviewed on an individual basis taking into consideration the complexity and the scheduled ship date. • Steelcase shall identify any applicable charges at the time the change/cancellation request is received by Steelcase. The Member shall, at that time, determine if it wishes to proceed with such change/cancellation. • Special Products, Products using Customer's Own Material ("COM"), Partner Products, Quick Ship orders, Turnstone and service parts, Large Orders and imported Coalesse are not subject to change or cancellation without charge once the order has been received by Steelcase. • Changes and cancellations of Architectural Solutions products may be made but may result in additional charges and/or schedule adjustments after order has been placed with Steelcase or after shop drawings have been approved. <p>All questions relating to change order or cancellation must be made with your Steelcase participating dealer who will contact the project manager and the Steelcase on your order.</p> <p>Reporting and Contract Compliance To verify contract compliance and reporting to our Sourcewell contract, Steelcase uses a trusted participating facilities designation, loading and recognition procedure. Our formalized process reconciles our sales with the Sourcewell Membership list. Orders by Members that are processed with our dealers have the Sourcewell contract number noted in the order, which ensure easy dealer access to Sourcewell quotes and correct contract pricing.</p> <p>The Membership list provided by Sourcewell, along our automated reporting system, provides the foundation of how we designate, load and recognize Sourcewell sales. We download the Membership roster from Sourcewell's website and convert this into a usable file that can link to our internal reporting system, quotes and unique site IDs each Member has.</p> <p>Our internal reporting team uses the converted file to match Members to the Sourcewell master quote and any quotes that are linked to the Sourcewell agreement. The Sourcewell master quote and linked quotes are unique numbers that provide accuracy to insure Sourcewell sales are recognized by Steelcase. So, any Member electing to purchase through the Sourcewell agreement receives pricing from an authorized participating Steelcase dealer who must use Sourcewell quote numbers to complete Member transactions.</p> <p>In addition, our reporting system deploys a matching algorithm which automatically matches member sites (every member as a unique site ID) to Sourcewell sales through our authorized participating dealers. If we do find that an error and eligible sales were not reported, we will reconcile and report those eligible sales in the next reporting cycle and pay any associated fees, consistent with our agreement and our values and business practices.</p>
<p>30</p>	<p>Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.</p>	<p>Between your servicing Steelcase dealer(s) and Steelcase Account team, Sourcewell Members will have access to a wide breadth of teams and resources to meet your needs—all of whom will apply a high level of customer service. Response times vary depending on scope of issue, yet Steelcase and your dealer will work quickly and efficiently towards a prompt resolution. Our customer service teams and processes include:</p>

Steelcase Order Fulfillment Team (OFT). Steelcase dealers have dedicated customer service representative teams based at our Business Center Headquarters in Grand Rapids, Michigan. The OFT links Steelcase and dealers to provide Members timely order and delivery information, keep Members up to date on project status and provide value-added services to make sure project requirements are met.

Customer Service Availability. Most Steelcase teams are available from 8am-5pm Monday through Friday. Nate Kolakowski, the Sourcewell Account Manager can delegate issues/tasks to Steelcase or dealer team Members to ensure your needs are met quickly and efficiently, even outside of normal business hours. Once an order has been processed, Nate will follow up with Steelcase to ensure purchase orders have been received and there are no questions or delays. He will update any status reports, monitor lead times and ship dates, and identify any potential problems with deliveries.

Additional responsibilities include:

- Prepare quotations, provide information to set up new vendors and place orders and ensure accuracy—all in our operating system, Hedberg.
- Track order, contact vendor as necessary to obtain ship dates.
- Verify order acknowledgements from vendors.
- Prepare status reports.
- Schedule delivery and installation with our operations team.
- Coordinate truck schedule with the manufacturer.
- Resolve processing of Completion Report orders in a timely fashion.

Product Performance Resolution. For order, delivery and installation issue resolution, our dealers use our Lean After Ship Experience Rationalization (LASER) system to submit post-delivery "trouble tickets." A dedicated Steelcase team monitors 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.

Issue Escalation. All significant issues are directed to the manufacturing location or distribution center from where the issue originated. The in-plant teams work to conduct investigations and drive root cause corrective actions to eliminate issues from occurring again in the future. Plants produce monthly reports on their top contributing complaints and the corrective action project plans to address the issues.

Customer Service Resolution. For concerns with service and our performance, we take a streamlined approach that ensures transparency as the process moves towards resolution. Our dealers begin a four-step escalation plan that supports our collective resolution process. The issue and resolution process are tracked for final resolution and continuous improvement. The escalation steps include:

- Step 1: Dealers are the first point of contact for any issues and are responsible for escalation to Steelcase.
- Step 2: Dealers will next engage your Steelcase representative if a resolution is not found in the first step.
- Step 3: If your Steelcase representative is unable to find a resolution, the issue is then escalated to the Regional Steelcase Sales Manager to solve your concerns effectively.
- Step 4: If necessary, Executive Steelcase representatives would become involved if the previous steps do not provide resolution. This action is not anticipated.

Warranty Claims. If you receive a Steelcase product that is freight damaged, malfunctions or requires warranty service, Steelcase has a plan in place to make sure issues are resolved quickly and to your satisfaction. To place a service request, first call the selling participating Steelcase dealer. The Member servicing dealer will evaluate the defect and the product's manufacturing date to determine warranty coverage under Steelcase Warranty Policy. The issue will be explained in detail to the OFT representative by the servicing dealer and they will submit a request for a replacement product and/or part, if necessary. Steelcase will provide the servicing dealer with the product or replacement part, and the servicing dealer will deliver and install it swiftly and at no charge to the Member.

Ongoing Quality Assurance. To closely monitor our quality initiatives, Steelcase leverages LEAN manufacturing principles to improve our operations practices and organizational processes. LEAN allows us to see where we're going and monitor all operating functions to ensure efficiency and increase customer value. Management watches performance indicators regularly to pursue continuous improvement while delivering on our quality promise.

31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Steelcase has the capacity, capability and willingness to service all provinces, local municipalities and any other qualifying Sourcewell Members in the United States, as long as the laws and statutes allow for such a cooperative contract to be used by Sourcewell Member entities. As the largest furniture provider in the world, Steelcase offers the same extensive coverage in Canada as we do in the U.S. through our Steelcase sales force and authorized dealer network. Our expansive dealer network connects 380+ US- and Canadian-based dealers to dealers located around the world to provide the broadest range of support and services for all Sourcewell Member's needs.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Please see answer above T6.31.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Steelcase and our dealers have been serving all geographic areas and Sourcewell market segments within the United States and Canada. We are eager to continue serving all geographic areas and plan to continue to develop new strategies to grow our reach with this proposed contract to Sourcewell Members in the United States and Canada.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Steelcase will offer and promote an awarded contract of comprehensive solutions to all Sourcewell Member segments and all Sourcewell-defined vertical markets.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	<p>All shipments to Alaska and Hawaii (and the US Islands if and when they become a viable option to be included) will be shipped F.O.B. factory – freight prepaid and allowed to port of embarkation. Steelcase reserves the right to select shipping method and the port of embarkation. All charges beyond the point of embarkation are to be quoted by and payable to the dealer.</p> <p>For Alaska and Hawaii (in the United States), additional freight charges apply and will be quoted upon request. For deliveries in Alaska and Hawaii (in the United States) and the Northwest Territories, Nunavut and Yukon (in Canada), a service charge equal to five percent (5%) of list price shall be assessed for Orders up to \$200,000 list price. The service charge for orders above \$200,000 list price shall be negotiated.</p> <p>Remote Location(s) Installation & Service: Any location outside of a 25-mile radius of the Steelcase dealer's location(s) are considered remote. Upon request, the dealer would provide a NOT TO EXCEED estimate with respect to travel, per diem, lodging and equipment rental, if needed, at the time of project quotation. Member would pay ACTUAL invoice of these items upon verification of the fees. For the Northwest Territories, Nunavut and Yukon (in Canada), additional freight charges apply and will be quoted upon request.</p>	*

Table 7: Marketing Plan

Line Item	Question	Response *
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36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Upon award, Steelcase would take the following steps over the initial 90 days to proactively launch and promote our agreement with:</p> <p>Effective Communication.</p> <ul style="list-style-type: none"> • Steelcase will provide Sourcewell with multiple layers of communication touchpoints during our post-award kick-off meeting. • We will work collaboratively with Sourcewell to craft and release press release statements regarding our new agreement and who can utilize this agreement moving forward. • Steelcase's agreement owner, Nate Kolakowski, will direct any inquiries related to the Sourcewell agreement. Project-specific questions from sector clients would first be directed to one of our local participating Steelcase dealers. Should there be a need for further escalation, Nate would be the primary point of contact. • Post summary information of the Sourcewell-Steelcase relationship on our public website. Complete agreement information including pricing, terms, Member information and dealer Participation Letters will be loaded to our Steelcase intranet site. <p>Sourcewell Material Development.</p> <ul style="list-style-type: none"> • We will craft relevant co-branded marketing materials that elaborate on the nature of our relationship, the scope of our agreement and the process by which clients may procure Steelcase solutions through the Sourcewell-Steelcase agreement. • Steelcase will develop relevant promotion materials that will help both Steelcase and dealer sales representatives' best position Sourcewell and the value of the Sourcewell-Steelcase agreement to prospective clients in the sectors Sourcewell serves. Steelcase has many branded sales materials, all Steelcase brochures, cut-sheets and technical specification documents with which we market and promote our offering to Sourcewell sectors. • We will build a comprehensive launch package for Steelcase dealers that includes a Sourcewell overview including key positioning points, Sourcewell-Steelcase agreement highlights, pricing overview, Sourcewell Membership information and a detailed Participation Letter, which must be signed and returned to Steelcase prior to being added to the Agreement as a Steelcase Subcontractor/authorized participating dealer. • Steelcase will create a Sourcewell specific page on our intranet site which contains all listed items and communicate broadly to Steelcase dealers, via our intranet, regarding the scope/availability of the Sourcewell-Steelcase agreement. • Steelcase will work collaboratively with Sourcewell to establish a list of priority accounts/opportunities based on the current Sourcewell Membership list. We will also follow-up on all leads provided by Sourcewell in a timely way. <p>Ongoing Reviews and Training.</p> <ul style="list-style-type: none"> • Establish regular touchpoints between Steelcase POC, Nate Kolakowski, and Sourcewell Contract Administrator for business reviews, protocols for communication engagement between Sourcewell, Steelcase and Steelcase dealers and guidance for issue resolution. • Host webinars with Steelcase Dealers and Sourcewell representatives to review the agreement, terms, Membership specifics, Sourcewell marketing/sales support and key targets by region. • Steelcase will continue to regularly attend national, regional and supplier-specific trade shows and expos on an annual basis to grow awareness, build relationships and enhance our Sourcewell partnership. <p>Please see the attached Marketing Plan/Samples document for more information.</p>
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Steelcase utilizes multiple technologies and digital platforms to market our comprehensive offering to all market segments, recruit and scout for talent, showcase the latest Steelcase news and awards and further our ESG story. Our teams use a variety of social media and digital promotional strategies to advance their marketing in several ways:</p> <ul style="list-style-type: none"> • Social media platforms such as LinkedIn, Facebook, Threads, Twitter/X, Instagram, YouTube and Pinterest are used to showcase Steelcase's products and services, share industry news and insights, attract and recruit new talent and engage with customers and followers. • We use digital data to track customer behavior and preferences, which helps us to create targeted marketing campaigns and personalized content. <p>Steelcase also uses digital data to analyze customer feedback and reviews, which helps the company to improve its products and services and address any issues or concerns.</p>

38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>Sourcewell's role in promoting contracts will continue to demonstrate the highest level of integrity, business practices and ethics with their participating entities and vendors. Sourcewell will also grow membership while providing the best value solutions to their contract users. Sourcewell will work collaboratively with Steelcase to provide Members the highest level of service to grow contract awareness and utilization via marketing materials, tools, social media, training, trade show participation and direct Member contact.</p> <p>Steelcase would integrate a new Sourcewell contract into our sales process by launching a sales campaign post-award that would be focused on education and awareness. We have been a Sourcewell contract holder for over 16 years, and we would want to reinforce the benefits and updates to our contract with our extensive dealer and field sales network located in the United States and Canada. To further address contract benefits and contract education, our teams would like to enhance our shared materials by leveraging Sourcewell's in-house technology assets to collaborate and create a video series about our partnership along with the latest contract updates.</p>
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Steelcase offers our eBusiness web-based solution, Exchange. Designed to simplify the furniture procurement process, Exchange helps our dealers and Sourcewell Members save time, manage costs and simplify furniture purchases. Exchange provides one portal for all buying needs and enhances the experience for both Sourcewell and their members through: Simplified Purchasing and Services. Exchange enables simplified and efficient purchasing of frequently purchased approved products, improving the speed and accuracy within the ordering process. Sourcewell Member's tailored site can be developed with or without eProcurement integration. Members can also request service or warranty support through the online portal anytime and upload floorplans or photos.</p> <p>Electronic Quoting. Exchange enables fast and efficient electronic quoting and ordering, saving you time and improving accuracy. Your customized portal facilitates projects that require collaboration with your dealer resulting in a quote published to your site where you can review, revise and approve. Project quotes can be initiated and approved through Exchange providing electronic transfer to your eProcurement system – meaning no more manually entering purchase orders.</p> <p>eProcurement Integration. Exchange links your procurement platform (i.e., Ariba, Coupa, Jaggaer) with your dealer and Steelcase. With a single click, an entire project can be approved, placed within an online cart and a requisition populated in your purchasing system.</p> <p>Streamlined Reporting. Exchange allows you to access insightful reports easily, providing an even deeper level of information transparency. Members can view furniture quotes, purchase order status, delivery schedules, invoice and payment details and see historical spend through our reporting function. Information includes order details and status, approved and in process quotes, payment status and order history in real time.</p> <p>User Experience. Your customized site makes navigating, shopping and purchasing easy. Exchange can help control spending and reduce administrative purchasing costs with pre-approved products at contract pricing so members can shop and purchase with 24/7 availability. Sourcewell Members can efficiently checkout with either purchase order or secure credit card handling and complemented with shopper-friendly order confirmations and status updates.</p>

Table 8: Value-Added Attributes

Line Item	Question	Response *
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40	<p>Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.</p>	<p>Our dealer and Steelcase teams are well-versed in previous and current Sourcewell contracts. If there are new changes or additions to a Sourcewell contract, proper training and education will take place for all personnel. Steelcase and our dealer network can provide a variety of training and educational programs for Sourcewell Members. We've included a list of examples below and are happy to discuss more opportunities with Sourcewell. Costs for dealer services may vary depending on scope and nature of agreement.</p> <ul style="list-style-type: none"> • Move-in Experience. Steelcase and our dealers can help through the pre-move, move and post-move processes with a variety of tools, like move booklets and signage templates, to contribute to a successful move-in experience. Please note that if the move-in experience is part of an Applied Research + Consulting engagement, it is not subject to additional fees. • Product Training. Most Steelcase dealers will conduct seminars about proper and safe use of furniture for end-users. Additionally, Steelcase can provide Sourcewell Members with online instructional videos that demonstrate how to adjust your new furniture and use all settings and features appropriately. Training collateral, such as videos, are included as part of your purchase. • Cleaning and Care. Steelcase provides cleaning instructions that can support a wide range of protocols depending on the environment our products are located, such as an office, hospital or education facility. Our high-performance materials support cleaning protocols with bleach, virox and other hospital grade disinfectants. • Ergonomic + Wellbeing Training. Steelcase has an in-house, board-certified professional ergonomist—along with a number of field specialists and sales support personnel—who can provide hands-on training to assist employees with the proper use of ergonomic products. <p>Through a multi-channel training approach, Steelcase dealer employees acquire an in-depth knowledge of research, products, applications, specification, installation and service to create great solutions for customers, which include:</p> <ul style="list-style-type: none"> • A Dedicated Steelcase Team. We create regular learning and training opportunities for dealers around Steelcase research, applications, products and installation best practices. All training is focused on delivering the knowledge and insights needed to best serve our customers. • In-person & Virtual Events. Steelcase hosts both in-person and virtual training events for our dealers. Onsite training provides hands-on learning with our portfolio and applications, while virtual training covers a variety of topics, including new products, research and design trends. • Steelcase U. This on-line, on-demand learning portal is designed just for dealer employees and features a range of topics, including product installation and leadership development. • Dealer Leader Coaching. Senior executives at Steelcase engage with dealer leaders for coaching and business development. They meet regularly via virtual meetings to share experiences, insights and continuous improvement opportunities. • Peer-to-Peer Learning. Steelcase provides opportunities for dealers to connect and learn from each other via Communities of Practice sessions, online platforms and regular business meetings.
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41	Describe any technological advances that your proposed products or services offer.	<p>At Steelcase, our solutions holistically consider technology and space to support work in the many places where work happens. In collaboration with our technology partners at Microsoft, Zoom, Logitech and Creston, we bring our expertise together and have developed best practices for integrating tech and space to create more inclusive, easy-to-use and safer hybrid workplaces.</p> <p>Our latest additions and partnerships to our innovative solutions can help you create hybrid workspaces that leverage the latest communication technology enhancements, including:</p> <ul style="list-style-type: none"> • Occular Hybrid Collaboration tables. Designed for hybrid collaboration, Occular tables provide better sightlines for both remote and in-person participants in small to larger meeting spaces. • Flex Collection. The Steelcase Flex Collection is a range of flexible and reconfigurable workplace solutions designed for dynamic, collaborative teams. From mobile power to markerboards and storage to screens — the Steelcase Flex Collection empowers people to adapt their space on demand, and work better. • Steelcase Roam Collection, for the Microsoft Surface Hub 2S family of devices, allows teams to come together – even when working apart. Co-developed with Microsoft, the Roam system of mobile stands and easy-to-install wall mounts support large-scale collaboration. • Steelcase partnered with Zoom to design a range of Zoom Rooms that braid the digital and physical — integrating video conferencing technology kits into collaboration spaces. • Steelcase partners with Logitech to seamlessly integrate enhanced cameras, audio and room control into a range of open and closed collaboration spaces. <p>We're excited to collaborate and learn about unique work environments and integrate real, measurable data into the best solutions for Sourcewell Members. Please see the Additional Document T8.41 for more information about our technology partners and latest innovations. For further information about our technology partnerships, please visit https://www.steelcase.com/technologies/</p>
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>At Steelcase, we are dedicated to continuously improving the environmental sustainability performance of our operations, products and services. We are operationally carbon neutral, and we've set targets approved by the Science Based Targets initiative (SBTi) to reduce our greenhouse gas emissions aligned with the most ambitious temperature trajectory of the Paris Climate Accord—keeping global temperature rise to 1.5C above pre-industrial levels. This means we expect to reduce absolute emissions from our operations 50% by 2030, relative to a baseline year of 2019 and cut indirect emissions from business travel and waste generated in operations by 14% over the same period.</p> <p>Since most of our emissions are considered indirect (or scope 3) emissions, we are engaging suppliers representing 80% (by emissions) of transportation and purchase goods activities to set their own science-based targets by 2025. We will also continue to invest in renewable energy equivalent to 100% of our global electricity consumption and providing financial support to projects like reforestation, to maintain carbon neutrality for our direct operations.</p> <p>In addition to our commitment to reduce greenhouse gas emissions, we are making efforts to mitigate water-related challenges like scarcity and pollution. We report our global water consumption in operations, identify opportunities to improve water use efficiency and continue to manage the quality of discharged wastewater. Through a renewed focus on responsible materials management, we are minimizing total waste through scrap reduction and prevention in our manufacturing operations. We are also focusing on eliminating the single-use plastics in packaging by 2030 and to use higher recycled content packaging in the same timeframe. We help connect customers to product end-of-use service providers to find landfill alternatives for old products to promote a more circular economy.</p> <p>At a product level, we have established goals focused on sustainable product design, stressing the importance of addressing embodied carbon, recyclability, recycled content, and transparency and optimization of product chemistry. To showcase product sustainability transparency and help customers make informed choices, Steelcase shares product-specific data in a public database at the following link: https://origin.build/#/</p> <p>Steelcase publishes an annual Impact Report outlining its vision, goals and progress related to environmental, social and governance initiatives globally. Steelcase reports in accordance with internationally recognized standards and the report offers additional information about our sustainability strategy and progress. The 2022 Impact Report is publicly available and can be accessed at https://www.steelcase.com/resources/documents/steelcase-esg-impact-report-2022/</p> <p>Please see Additional Document T8.42 for further information about our sustainability certifications and commitments.</p>

43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>We certify our products and evaluate our operations through third parties, extending our commitment to sustainability and delivering products that deliver on our quality promise. Our sustainability certifications include:</p> <ul style="list-style-type: none"> • BIFMA LEVEL® • CarbonNeutral product Certification • Indoor Air Quality (IAQ) • Declare • NF Environment • Blue Angel • Forest Stewardship Council + Program for the Endorsement of Forest Certification (FSC & PEFC) • Green Tick • ISO 14001 / ISO 14006 • The Carbon Disclosure Project (CDP) • Environmental Product Declarations (EPDs) • LEED® certification program • SCS Indoor Advantage™ <p>Please see Additional Document T8.42 for further information about our sustainability certifications and commitments. For more information about how Steelcase advances our sustainability commitments, please review our 2022 Impact report, which is publicly available and can be accessed at https://www.steelcase.com/resources/documents/steelcase-esg-impact-report-2022/</p>
44	Describe any quality management and environmental system certifications attained by your organization (LEED, Greenguard Indoor Air Quality, ANSI, BIFMA or others).	<p>Steelcase currently has several quality management certifications, including:</p> <p>In the Americas:</p> <ul style="list-style-type: none"> • All manufacturing centers have received ISO Quality 9001:2015 certification. • All manufacturing centers have received ISO Environment 14001:2015 certification. • Our Athens, AL; Grand Rapids, MI (Wood); and Tijuana, Mexico facilities are certified by the Forest Stewardship Council (FSC). <p>In EMEA:</p> <ul style="list-style-type: none"> • All manufacturing centers have received certifications for ISO 14001:2015 Environmental management systems, ISO 9001:2015 Quality management systems and Program for the Endorsement of Forest Certification (PEFC). • The Madrid, Spain manufacturing center has also received certifications from the Forest Stewardship Council and for ISO 14006:2011 Environmental management systems, ISO 14025:2006 Environmental labels and declarations (EPD Process) and FEMB Level certification for sustainability requirements for office and non-domestic furniture for indoor use. • The Rosenheim, Germany manufacturing center is certified by the Eco-Management and Audit Scheme (EMAS) III. • The Rosenheim, Germany and Sarrebourg, France manufacturing centers have been certified for ISO 45001:2018 Occupational health and safety management systems. <p>In APAC:</p> <ul style="list-style-type: none"> • Dongguan, China and Pune, India manufacturing centers have been certified for ISO 45001:2018 Occupational health and safety management systems, ISO 14001:2015 Environmental management systems and ISO 9001:2015 Quality management systems. <p>Steelcase currently has several sustainability certifications, including:</p> <ol style="list-style-type: none"> 1. Several Steelcase facilities in North America are FSC Chain of Custody certified with the option to provide customers with products that use FSC certified wood. More than 90% of the wood used by the Steelcase APAC Dongguan facility is procured from FSC-certified suppliers. 2. Steelcase has ISO 14001 certification for its environmental management system, which means the company has implemented processes to minimize its environmental impact. Steelcase has LEED certification for many of its buildings, which means they meet high standards for energy efficiency and sustainability. Steelcase has 17 locations that are certified under USGBC's LEED criteria, including two platinum certifications. For a full list, please visit http://www.usgbc.org/projects?keys=steelcase.

45	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>While Steelcase is not a certified as WMBE, SBE or veteran-owned business, we are committed to diverse channels around the world. Since 1991, the Steelcase Supplier Diversity Program has focused on building and developing minority-, women- and veteran-owned U.S. businesses by integrating them into our procurement processes. Our supplier diversity vision is to grow, develop and retain our diverse businesses by creating a strong supplier diversity program that meets the needs of our stakeholders.</p> <p>Steelcase Inc. purchases 10% or more of its annual spend each year with over 100 diverse suppliers across 22 states and were pleased to meet our spend goal of 10% in our most recent fiscal year (FY23).</p> <p>We purchase an additional 34% of this spend from over 1000 small business enterprises. These are goods and services supplied to our factories that we use to manufacture products for sale as well as finished products made by other companies that we design or resell. We also purchase goods and services from diverse suppliers in the day-to-day operating of our business. While we are making substantial efforts to increase our spend, as a made-to-order manufacturer our spend fluctuates depending on what products are sold.</p> <p>Key metrics are reviewed monthly by our procurement management team. We share diverse spend information aggregated by disadvantaged minority codes and by our supply chain models.</p> <p>We enhance our efforts with diverse suppliers by:</p> <ul style="list-style-type: none"> • Participating in/sponsoring trade shows, conferences, networking events to identify potential suppliers. • Maintaining relationships with diverse business and small business associations. • Engaging in diverse and small business dialogues with customers. • Completing GSA reporting and contracting agreements. • Providing customer supplier diversity reports to over 55 organizations. <p>Please see WMBE/NBE/SBE or Related Certificates for more information, including our Diversity Supplier Spend.</p>
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46	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>Steelcase is dedicated to creating a great experience for Sourcewell and its Members. Our ability to translate research into workplace insights, develop products that meet evolving workplace needs, leverage our team to deliver great experiences and our willingness to assess ourselves critically allows us to deliver a trusted, proven partnership. Our unique value propositions include our:</p> <p>Commitment to Research. Steelcase invests heavily in research, design and developmental activities to drive insight-based solutions that understand the needs of work, workers and the workplace. Our independent research group within Steelcase analyzes emerging trends and makes that information publicly available in our WorkBetter magazine. With our research and insights, we are able to deliver solutions that address real workplace challenges for Sourcewell Members.</p> <p>Innovation + Process Enhancements. Through our research, we found that many workspaces are accelerating their digital transformation, and their spaces need to be optimized to support collaboration and connection. Our portfolio continues to grow as we find new ways to support and positively impact the workplace. Additionally, Steelcase continues to streamline our processes to further improve the experience for Sourcewell and its members. Our proprietary software technology, Hedberg Data Systems, is just one of the many systems that we reevaluate and adjust to improve our efficiency, which in turn means more time and cost savings for you.</p> <p>Healthy Plant + Healthy People. Our dedication to sustainability is a natural extension of who we are. At Steelcase, we design our products and operations around a commitment to help reduce climate change, reinforced by sustainable practices across our company. Steelcase is currently carbon neutral, and our goal is to reduce greenhouse gas emissions by 50% by 2030. Our high-performance seating line is now offered with CarbonNeutral® product certification. The result is cradle-to-grave product carbon neutrality that's leading the way for our industry.</p> <p>Product Breadth + Depth. Our wide range of products provide a variety of aesthetics, budgetary levels and selection for spaces. Complemented by our ancillary partners, your members have access to a range of selections that fit their needs. From community centers to wellness hubs, we make finding what you need easy. With one collection, you can significantly simplify your project execution and mitigate risk by using one source to create beautiful places that work, your way. In fact, we're the only manufacturer currently in consideration for all categories — private offices, workstations, seating, storage, architectural products, ancillary and conference solutions and more.</p> <p>Technology + Space. Our partnerships with leading technology organizations give us insights on how to best create spaces for an increasingly collaborative work environment. With an increasing demand for collaborative workspaces, our growing portfolio of technology solutions are a direct result of our expanding technology brand partnerships. Solutions like our latest family of Occular tables work hand-in-hand to create an equitable and enjoyable experience for in-person and hybrid collaboration.</p> <p>Workplace Consulting Services. Available to Sourcewell members, Steelcase and our dealers offer a selection of workplace consulting services that can guide and optimize your workplace experience. Services range from collaborative workshops to discovery exercises to better understand the needs of spaces and the teams that use them. They also offer concept reviews of applications that help our customers to visualize the ways Steelcase products can support specific workplace needs.</p> <p>Extensive Dealer Network + Services. Dealers are your one point of contact to integrate a growing portfolio from Steelcase of 50+ brands and partners, as well as other furniture, architecture and technology elements. Backed by generations of experience, they offer expertise at every phase – imagine, co- create, execute, measure and iterate – to make a complex process, simple. Steelcase dealers offer the full spectrum of services, from Day 1 to beyond installation, to assist customers through their workplace transformation.</p>
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Table 9: Warranty

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

Line Item	Question	Response *
47	Do your warranties cover all products, parts, and labor?	<p>The Steelcase Limited Lifetime Warranty provides consistent coverage for both parts and labor for Steelcase products.</p> <p>Please see our attached Warranty Information document for more information, including Steelcase warranty and the warranties for our partners.</p>
48	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	<p>The Steelcase warranty provides rates warranty coverage regardless of shift usage. Steelcase doesn't limit warranty coverage to single shift only—and we offer 24/7 coverage.</p> <p>Please see our attached Warranty Information document for our partner warranties and information regarding usage for their products.</p>
49	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	In the Americas, Steelcase and our Dealers do not charge customers for labor or associated expenses. Steelcase reimburses the Dealer for travel and labor expenses. Steelcase will pass along any warranty with respect to Partner Products.
50	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	<p>Certified technicians are available in all regions across the Americas and Canada. If a Sourcewell Member receives a Steelcase product that is freight damaged, malfunctions or requires warranty service, Steelcase has a plan in place. To place a service request:</p> <ol style="list-style-type: none"> 1. Call the servicing Steelcase dealer. 2. The servicing dealer will evaluate the defect and the product's manufacturing date to determine if it's covered under Steelcase Warranty Policy. The dealer will then contact Steelcase and explain the issue to the Order Fulfillment Team representative. 3. The servicing dealer submits a request for replacement product and/or parts to the Order Fulfillment Team representative (service vehicles are typically stocked with common parts such as pneumatic cylinders, controls, lock cylinders, fasteners and hardware so these issues can be handled in one service call). 4. Steelcase will provide the dealer with the product or replacement part. 5. The dealer will deliver and install the new product or part swiftly and at no charge to Sourcewell.
51	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	No, the Steelcase Warranty does not cover other manufacturers' products. Steelcase shall pass along any warranty it receives with respect to other manufacturers' branded products, including Bolia, FLOS and others.
52	What are your proposed exchange and return programs and policies?	All Steelcase products are manufactured to your specifications and, therefore, are not subject to return. Non-conforming products will be repaired or replaced at no charge to you. A product is considered non-conforming if it is defective or if it fails to comply with information published in the Steelcase Specification Guide or your purchase order. If a product is believed to be non-conforming a notification request must be submitted by the ordering dealership to start the investigation and approval process. Replacement orders for non-conforming products are processed immediately and receive expedited shipping.
53	Describe any service contract options for the items included in your proposal.	<p>Steelcase can offer extended warranty plans providing coverage beyond the standard warranty for the products in our proposal. These extended warranties safeguard against unexpected expenses due to product failures, ensuring peace of mind for Sourcewell members. Extended warranty can differ based on the product category and the duration of the original warranty coverage.</p> <p>For further information about our Limited Lifetime Warranty, please see our attached Warranty Information document.</p>

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
54	Describe your payment terms and accepted payment methods.	<p>The payment terms in place with our current Sourcewell/Steelcase contract will be extended to any new contract. The current agreement indicates:</p> <p>Invoicing and Terms of Payment. Invoices, inclusive of applicable sales or use taxes and/or surcharges will be issued by Dealer upon delivery of the Products/Services and will be paid within ten (10) days from the date of invoice. For large orders Members will be invoiced 40% at time of order placement, 50% at delivery and the 10% balance upon completion of installation. A service charge of 1 ½% per month (18% per annum) may be added to invoiced unpaid as of the due date. If partial delivery of an order is made, the Member will make payment for products delivered and services provided. Dealer will invoice Member for shortages or replacement upon delivery of those items.</p>

55	Describe any leasing or financing options available for use by educational or governmental entities.	<p>Steelcase Financial Services offers flexible and convenient financial alternatives that let you create an inspiring workplace while conserving capital, preserving bank lines and reducing tax liabilities.</p> <p>Wholly owned by Steelcase Inc., Steelcase Financial Services is the office furniture industry's only captive finance company. That means greater flexibility because our goal is to build long-term, ongoing relationships with our customers and give you the best value possible.</p> <p>Financing offers your business solid options to:</p> <ul style="list-style-type: none"> • Conserve capital • Protect credit lines • Manage your balance sheet • Realize tax benefits • Maximize your purchasing power • Increase flexibility with payment and end-of-term options <p>Steelcase Financial Services offers 100% financing at highly competitive rates with a wide range of options in the United States and Canada. Financing and leasing plans are available for contracts as low as \$5,000 with terms ranging from 24 to 60 months.</p> <p>Capabilities include:</p> <ul style="list-style-type: none"> • One-stop shopping • Fixed-rate financing • Operating leases • Rapid approvals • Easy add-ons <p>Options</p> <p>\$1 Buy-out</p> <ul style="list-style-type: none"> • Depreciation benefits and interest rates are usually tax deductible • Fixed purchase price <p>End-of-term flexibility</p> <ul style="list-style-type: none"> • Purchase product for \$1 <p>10% Purchase Option</p> <ul style="list-style-type: none"> • Lower payment than \$1 Buy-out • Depreciation benefits and interest are usually tax deductible • Provides a fixed purchase price <p>End-of-term flexibility</p> <ul style="list-style-type: none"> • Purchase product for 10% of the original amount financed • Renew the lease • Return product to Steelcase Financial Services <p>Fair Market Value</p> <ul style="list-style-type: none"> • Lowest payment of the three options listed • Payment is usually tax deductible • May qualify for off-balance sheet, operating lease treatment for reporting purposes <p>End-of-term flexibility</p> <ul style="list-style-type: none"> • Purchase product for fair market value • Renew the lease • Return product to Steelcase Financial Services <p>Deposit Financing</p> <p>Finance your dealer order deposit and fold it in to your monthly payment.</p> <p>Tax-Exempt Financing</p> <p>Tax-exempt financing is an economical alternative to traditional methods of acquiring products from the Steelcase brands. State and local governments or political subdivision, whose interest payments are exempt from federal income taxes under Section 103 of the Internal Revenue Code, may qualify for this type of financing.</p> <p>Please see Additional Document T10.55 for more information about our financing and leasing services.</p>
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56	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	<p>There are two primary standard transaction documents that are core to our daily business operations. The first document is our standard quotation form that is created by our dealer partners in our proprietary system, Hedberg. This quotation is what is presented to Sourcewell members and includes all relevant product, pricing and discount information. Once accepted by the customer, this document can then be electronically submitted by the dealer to Steelcase for order entry and processing.</p> <p>The second standard transaction document is our customer invoice document. Each of our independently owned authorized dealers have variable processes, systems and transaction steps, which can vary the layout of these transaction documents. Although there will be slight variation from dealer to dealer, our attached sample transaction documents reflect the expected information that will be recorded and confirmed for day-to-day or project transactions.</p> <p>Please see our attached Standard Transaction Documents for our included document examples.</p>
57	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	<p>Steelcase dealers execute orders and process payment made on this contract as participating dealers. While many dealers accommodate and accept procurement cards, those costs have not been factored into our pricing. The Sourcewell Member would work with the selling dealer regarding specific payment methods. Alternative payment terms such as accepting a P-card may be negotiated between Member and Participating Dealer and mutually agreed upon prior to order placement.</p>

Table 11: Pricing and Delivery

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

Line Item	Question	Response *
58	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>Our proposed pricing model is a "catalog discount by product category" where product line discounts are provided as a percentage off list pricing drop ship. The published Product Catalog includes list pricing for all parts and unit numbers for the products lines on the discount schedule, which is submitted as a Price List PL 200 with this proposal. Sourcewell's participating entities' total cost of acquisition is the drop ship product pricing and any services quoted.</p> <p>The proposal pricing submitted is based on our current Steelcase price list, PL 200 which is in effect today. If awarded, we would propose to be on the current price list when announced nationally as it becomes effective. All the proposed product line discounts would remain the same.</p> <p>The discounts shown are based on drop ship delivery to the customer's designated location. Exceptions include Alaska and Hawaii (in the United States) and the Northwest Territories, Nunavut and Yukon (in Canada), where additional freight charges apply and will be quoted upon request. Installation and other services are available from participating dealers per the rates submitted, subject to the terms and conditions in the attached discount schedule.</p> <p>Please refer to the attached pricing zip file for more detailed information about our pricing proposal.</p>
59	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	<p>As mentioned in T11.58, our proposed product pricing response will be a "discount by product category." To provide Sourcewell and all participating members the best pricing, we have provided product line discounts as a percentage off list drop ship. For the products listed, our overall discount range is 1.25%-63% off our published list price and Service Parts are listed at 35% off. The discount range by product line and services are shown in our pricing proposal found in the attached pricing zip file.</p>

60	Describe any quantity or volume discounts or rebate programs that you offer.	<p>Steelcase product category purchases as defined, may be combined to reach higher tiers and better discounts on individual purchases. The proposed product discounting established by the Sourcewell discount schedule, provided in the attached pricing zip file, is also "ceiling pricing," meaning prices may be reduced with higher discounting to allow for volume considerations and to meet the specific and unique needs of a Sourcewell Member.</p> <p>Please note there are tiers of pricing noted for virtually all product line categories, meaning Sourcewell Members can negotiate better discounting than what is provided in the 3rd tier where appropriate.</p> <p>At no time may the proposed products/services be offered pursuant to this contract at prices above the ceiling price without approval by Sourcewell. Please see our discount schedule for more detailed information on our tiered discounting levels and complete terms and conditions related to this method of volume discounting.</p>	*
61	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	<p>For facilitating "sourced products or related services" as defined by the RFP document, our method ensures that the Steelcase/Sourcewell contract includes as many Steelcase Inc. and partner product categories as possible. Our simple strategy alleviates the number of times in which a proposed solution includes products that are not listed on the existing Sourcewell contract that has served Sourcewell Members well over the past contracts. If and when, new products or related services become available during the term of the contract, Steelcase will submit a request for approval to add those items per the Sourcewell process and appropriate form(s).</p> <p>Additionally, there may be instances where members may need "Open Market Items" not on the Sourcewell contract. If the Open Market Items further provide a complete comprehensive solution to the Member, it may be quoted and sold along with the contract items/services to complete the PO. The dealer may supply a quote to include such Member request with the Open Market Item listed as such on a separate line item. No admin fee will be paid on Open Market items and Open Market Items will not be included in any reporting. Open Market Items are not to be quoted separately and associated with this contract.</p>	*
62	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	<p>All elements for the total cost of acquisition are identified and reflected in our proposed discounting schedule for products and related services. The structure of our offering is flexible so that our dealers can provide the best value and solutions to meet participating member's individual needs. The discounting structure is set up as a ceiling price on the product only on drop ship basis yet allows participating dealers to facilitate discussions about the scope of services at the best price.</p> <p>Our Steelcase dealers can determine the scope of labor and appropriate services required, providing a complete project with a total acquisition price that allows flexibility for each individual Member's needs and requirements. Our effective method focuses on providing complete solutions to each Sourcewell Member. With millions worth of business being sold through the contract in the past, we have not received any participating entity complaints related to a customer not receiving the value and the total cost expected.</p> <p>Please refer to question T11.58 and the attached pricing zip file for more detailed pricing and cost information.</p>	*
63	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	<p>Deliveries from Dealer to Sourcewell Members shall be FOB, Sourcewell Members Designated Location for Orders within the United States, and FCA, Sourcewell Members Designated Location for Orders outside of the United States. Exceptions include Alaska, Hawaii, the Northwest Territories, Nunavut and Yukon, where additional freight charges apply and will be quoted upon request. For deliveries in Alaska, a service charge equal to five percent (5%) of list price shall be assessed to Sourcewell for Orders up to \$200,000 list price. The service charge for Orders above \$200,000 list price shall be negotiated.</p>	*

64	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	All shipments to Alaska and Hawaii and the US Islands are shipped FCA factory; freight prepaid and allowed to port of embarkation. Steelcase reserves the right to select shipping method and the port of embarkation. All charges beyond the point of embarkation are collect. For Alaska and Hawaii (in the United States) and the Northwest Territories, Nunavut and Yukon (in Canada), additional freight charges apply and will be quoted upon request.	*
65	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<p>Our strategically located Regional Distribution Centers (RDCs) work hand-in-hand with our manufacturing network to support and facilitate our manufacturing model. Our manufacturing centers and distribution centers work together for the good of the customer by improving quality, cost, consistency and speed to market. For the US and Canada, we utilize these optimally located RDCs.</p> <p>Distribution Centers</p> <ol style="list-style-type: none"> 1. Grand Rapids, Michigan, U.S. 2. Hazleton, Pennsylvania, U.S. 3. Atlanta, Georgia, U.S. 4. Desoto, Texas, U.S. 5. Rancho Cucamonga, California, U.S. 6. Puyallup, Washington, U.S. 7. Aurora, Colorado, U.S. <p>Our manufacturing process focuses on predicting, identifying and solving problems before they happen. Often, products from different facilities will be used to fill your project order. In these instances, we will consolidate shipments in our country-specific warehouses before delivery to your site.</p>	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
66	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	<p>Steelcase's goal is to provide the best value at the best price to Sourcewell and its participating entities. Our pricing proposal offers competitive discounting when compared against similar GPOs, cooperative procurement organizations or state purchasing departments.</p> <p>Flexing to meet the specific and unique needs of Sourcewell Members, the proposed product discounting is also "ceiling pricing" meaning prices may be reduced with higher discounting to allow for specific project and volume considerations. The structure of our offering allows our dealers to extend the best value and solutions to each individual project.</p>

Table 13: Audit and Administrative Fee

Line Item	Question	Response *

<p>67</p>	<p>Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.</p>	<p>Steelcase utilizes a participating facilities designation, loading and recognition procedure to verify compliance in recognizing and reporting for our Sourcewell contract. This acts as a formalized process to reconcile our sales with the current Sourcewell Membership list from the Sourcewell website. Also, orders processed by Members with participating Steelcase dealers are to have the Sourcewell contract number noted, and dealers utilize competitive discount authorization quotes specific to Sourcewell, which ensures Members get the correct contract pricing.</p> <p>The Membership list provided by Sourcewell and our automated reporting system is the basis of how we designate, load and recognize Sourcewell product sales. We download the Membership roster from the Sourcewell website quarterly and convert this into a usable file linked to our internal reporting system, quotes and unique site IDs for each Member.</p> <p>Our internal reporting team uses the converted file to match participating entities to the Sourcewell master and any related quotes to the Sourcewell agreement through bilateral agreements and letters of commitment. The Sourcewell master quote and linked quotes are unique numbers that provide as accuracy to insure Sourcewell sales are recognized by Steelcase. So, any Member electing to purchase through the Sourcewell agreement receives pricing from an authorized participating Steelcase dealer who must use the Sourcewell quote number to complete Member transactions.</p> <p>In addition, our reporting system deploys a matching algorithm that automatically matches Member sites (every Member as a unique site ID) to Sourcewell sales through our authorized participating dealers. If we do find that an error was made, and eligible sales were not reported, we will notify Sourcewell, reconcile and report those eligible sales in the next reporting cycle and pay any associated fees, consistent with our agreement and our values and business practices previously mentioned and listed below.</p> <p>The Steelcase reconciliation process for reporting sales data is based upon Sourcewell providing consistent roster formatting. Changes to this format will require a redesign of our data processing. In the event format changes are needed, Steelcase will require advance notification and a reasonable timeframe to determine if a new process can be deployed to maintain accurate reporting.</p>
<p>68</p>	<p>If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.</p>	<p>Steelcase and our dealers believe that continuous measurement and improvement are vital to the success of our partnership. Our data-driven tools and capabilities give us creative freedom and engineering flexibility and, at the center, add customer value and augment our performance. Our comprehensive performance view identifies key areas for improvement and our teams closely monitor the overall contract and key customer sales to ensure growth and satisfaction.</p> <p>Every order, no matter how large or small, is tracked from quote request to successful delivery and installation. Some Key Performance Indicators we recommend tracking and reporting include:</p> <ul style="list-style-type: none"> • 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

69	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	The current Steelcase Sourcewell contract stipulates a 1% administrative fee payable to Sourcewell on a quarterly basis on contract product purchases. We propose the fee on the new contract be calculated at the existing 1% percentage on contract product purchases upon award of the contract payable to Sourcewell for facilitating, managing and promoting the Sourcewell contract.
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Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>At Steelcase, we help people do their best work by creating places that work better. Through our family of brands that include Steelcase®, Designtex®, Coalesse®, AMQ®, Smith System®, Orangebox®, and Viccarbe®, we offer a comprehensive portfolio of furniture and architectural products and services designed to help customers create workplaces that help people reach their full potential at work.</p> <p>Our brands provide a comprehensive portfolio of furniture and architectural products for individual and collaborative work across a range of price points. We have expanded our offerings through investments in product development, acquisitions and marketing partnerships. Our furniture portfolio includes furniture systems, seating, storage, fixed and height-adjustable desks, benches and tables and complementary products such as work accessories, lighting, mobile power and screens. Our seating products include task chairs, which are highly ergonomic seating that can be used in collaborative environments and casual settings and specialty seating for specific vertical markets such as education and healthcare. Our interior architectural products include full and partial height walls and free-standing architectural pods. We also offer services designed to enhance the performance of people, space and real estate. These services include workplace strategy consulting, lease origination services and furniture and asset management.</p> <p>For more information on our product lines, please see the Additional Document T14A.70/71.</p>
71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Steelcase brand extensions include:</p> <ul style="list-style-type: none"> • Steelcase Learning, which works with leading educational institutions to create places that enhance the success and well-being of students, educators and administrators. • Steelcase Health, which works with leading healthcare organizations to create places that deliver greater connection, empathy and well-being for everyone involved in the experience of healthcare. • Designtex offers applied materials that enhance environments and is a leading resource for applied surfaces knowledge, innovation and sustainability. Designtex products include premium fabrics and surface materials and imaging solutions designed to enhance seating, walls, workstations and floors. These materials provide privacy, wayfinding, motivation, communications and artistic expression. • Coalesse is led by intuition, backed by research and driven by design. Coalesse creates thoughtful furnishings that bring new life to the modern workplace and ancillary settings. The brand blends beauty and utility into their designs to help customers make great spaces that inspire great work, by empowering social connection, creative collaboration, focus and rejuvenation. • AMQ offers high-quality, affordable height-adjustable desk, benching, storage, screens, tables and seating for workstations, collaborative environments and training rooms. AMQ specializes in in-stock furniture that ships in just five business days, for adaptable, quick, modern designs that fit contemporary, active office spaces. • Smith System is a designer and manufacturer of high-quality furniture for the pre-K-12 education market. Smith System offers desk, seating and storage products. Smith System designs and manufactures products that support inspired learning and strive to create better learning outcomes – addressing the needs of the student, the demands of the curriculum and the realities of space, maintenance and budget. • Orangebox is a designer and manufacturer of furniture and free-standing architectural pods for the changing workplace with a focus on "Smartworking" solutions: furniture and architecture that fosters collaboration while providing contemporary aesthetics, visual and acoustical privacy and commercial-grade performance. • Viccarbe offers contemporary furniture for high-performance collaborative and social spaces, including contract, hospitality, retail and outdoor settings. <p>For more information on our subcategories of our proposed solutions, please see the Additional Document T14A.70/71.</p>

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
72	Desks and workstations (stationary, sit-to-stand, control and dispatch consoles, charging stations)	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>From office desks to classroom tables, we offer a variety of high-quality desk solutions to complement your space and support the ways people work. Steelcase desking and workstation offerings are designed to fit the needs of any workplace:</p> <ul style="list-style-type: none"> • Desk systems: Our contemporary desk systems support private offices or open group settings. We offer desk solutions configured with storage and built-in technology. • Benching: Our benching systems accommodate the needs of various workstyles to support collaborative and solo work in office, classroom or hospital environments. • Individual desks: Our selection of modern desks is crafted to fit the unique needs of office, education, work-from-home and healthcare spaces. • Height-Adjustable desks: We offer dozens of height-adjustable desk options that allow workers to easily change postures from sitting to standing height throughout the day which can positively impact physical health. • Private Offices: Our private office furniture is designed to not only evoke a sense of home in the workplace, but also to allow people to focus and innovate without distractions. <p>For more information about this product line, please see our Additional Document T14B.72-82.</p>

73	Chairs	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Our seating products include task chairs which are highly ergonomic seating that can be used in collaborative environments and casual settings and specialty seating for specific vertical markets such as education and healthcare. They are designed to support workers during a variety of settings. These innovative and ergonomic chairs deliver performance, style and adjustability.</p> <p>When it comes to office seating, our chairs deliver ergonomic performance with a contemporary design. From desk to conference, we have the seating solutions for your space. We've widened our CarbonNeutral® product certification options to our best work chairs. This rigorous standard means we can bring you all the same essential ergonomics and quality while offsetting the carbon impact of the chair's entire lifecycle.</p> <p>For more information about this product line, please see our Additional Document T14B.72-82.</p>
74	Tables	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Steelcase has a full line of occasional, conferencing and collaborative table solutions from Steelcase, Coalesse and our ancillary partners. We have modern designs and built-in functionality to enhance a variety of settings.</p> <p>For more information about this product line, please see our Additional Document T 14B.72-82.</p>
75	Modular and demountable walls	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Our architecture and space division line includes a selection of modular walls, pods, glass partitions and panels designed to create areas to facilitate quiet thinking, private meetings and focused work without obstructing open settings. We have several modular wall solutions that meet our customers' varying price points while offering acoustic performance and aesthetic options.</p> <p>For more information about this product line, please see our Additional Document T14B.72-82.</p>

76	Cubicles	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Our panel systems and divider screens integrate seamlessly with Steelcase workstations and deskling solutions to provide the right amount of space division and privacy with endless reconfiguring options.</p> <ul style="list-style-type: none"> • Flexibility: Our panel systems are created from a dynamic frame that allows you to change your space as your needs change. They also support extensive integration of storage and worksurfaces to efficiently support specific work types in exactly the footprint you need. • Materiality: Steelcase panel systems feature a broad range of options, including fabrics, glass and more. • Integrated power: Our products support extensive power and data routing and access for individual workstations as well as collaborative spaces. <p>For more information about this product line, please see our Additional Document T14B.72-82.</p>
77	Patio or outdoor	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Leveraging our partnerships with several different outdoor furniture designers, we offer social, collaborative and personal outdoor spaces that provide even greater choice for safer work environments. Our established partnerships with Extremis, Emu, Viccarbe, Blu Dot, Nanimarquina, Bolia, Mattiazzi and Bend Goods will give your participating entities access to endless outdoor furnishing options.</p> <p>For more information about this product line, please see our Additional Document T14B.72-82.</p>

78	Seating (benches, fixed stools, ottomans, integrated power systems)	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Our high-performance seating helps you do your best work with better design, better comfort and better choice. We offer a broad range of dynamic options, all backed by Steelcase research, innovation and our unwavering standards for quality and sustainability.</p> <ul style="list-style-type: none"> • Benches, ottomans & stools: Our ancillary partnerships will give your participating entities endless options for common and public spaces. We have benches, poufs, ottomans, lounge systems, daybeds, footstools and more in an endless array of styles, fabrics and price points that will work for offices, higher education and healthcare spaces. • Fixed stools: Our variety of stools check the box for stool-height office chairs, side and guest chairs, conference, cafeteria, lounge and outdoor. All are available in a variety of heights, materials and styles. • Integrated power systems: Several of our lounge systems have the ability to integrate power systems, including Regard for healthcare, and Brody, a popular lounge seating option commonly used in higher education and open offices. We also offer several options for integrated power through our tech products like Thread, a free-standing power distribution system and Flex Mobile Power, an ultra-mobile power solution that lets you connect to nearby power at all times. <p>Our other seating options include lounge, e-sport seating, reception, storage benches, conference chairs, side and guest chairs, cafeteria seating, sofas and outdoor seating. For more information about this product line, please see our Additional Document T14B.72-82.</p>
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79	Casegoods	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>From lateral file cabinets to large bookcases, our storage units are visually appealing and provide versatile storage solutions for offices, classrooms or patient rooms. We offer:</p> <ul style="list-style-type: none"> • Systems storage: These functional storage systems include bookshelves, personal storage and cabinets designed for office, education and healthcare spaces. • Lockers: Our selection of storage lockers allows employees or students to keep personal belongings in a secure and organized place in private or open settings. • Cabinets & shelves: From wall-mounted shelves to cabinets and bookshelves, Steelcase offers a wide variety of storage solutions that include credenzas, shelving, mobile pedestals, bookcases and sideboards for office, education and healthcare spaces. • Mobile carts: We offer a range of mobile storage carts designed to allow your equipment to stay mobile. Perfect for meeting rooms, classrooms, lounge spaces and everything in between. <p>For more information about this product line, please see our Additional Document T14B.72-82.</p>
80	Residential hall furnishings	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Higher Education Solutions Steelcase Learning is passionate about helping to create the conditions for lifelong learning. Our insight-led solutions and settings inspire people to become engaged, active learners within and beyond the classroom. Our work with higher education spaces is highlighted in the following case studies:</p> <ul style="list-style-type: none"> • Francis Tuttle's Danforth Campus: https://www.steelcase.com/research/articles/topics/learning/encouraging-the-extraordinary/ • University of Glasgow's New Learning Hub: https://www.steelcase.com/eu-en/research/articles/topics/case-studies/glasgows-new-learning-hub-investment-students-future/ <p>For more information about this product line, please see our Additional Document T14B.72-82.</p>

<p>81</p>	<p>Related services including rental, design, space planning, installation, assembly, safety inspection, repair, renovation, refurbishment, re-manufacture, retrofit or recycling services to the offering above; and</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>	<p>Every Steelcase dealer is an engaged partner who can help you navigate every aspect of your workplace journey — providing the capabilities and tailored solutions you need. Our Authorized Steelcase Dealers have multiple services and ways to engage with your needed space strategy. With dedicated services that merge with every step of your project phase, you can rely on their expertise and talented team members. Dealer services include:</p> <ul style="list-style-type: none"> • Workplace Consulting • Space Planning • Project Coordination • Procurement • Installation • Relocation • Inventory Management • Life Cycle Management • Warranty Service <p>For more information about our Dealer Services, please see our Additional Document T6.27.</p>
<p>82</p>	<p>Proposers may also include related storage and technology integrated furniture solutions, ergonomic solutions and accessories, workspace systems and accessories to the extent that the offering is ancillary or complementary to an offering of Furniture Solutions as described in Lines 72-81 above.</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>	<p>In addition to the product categories detailed above, Steelcase and our partners offer additional product lines that include:</p> <ul style="list-style-type: none"> • Technology: We collaborate with industry leaders to help you create hybrid workspaces that leverage the latest communication technology enhancements. These brands help create more inclusive, easy-to-use and safer hybrid workplaces. Our partnerships include Microsoft, Zoom, Logitech, Crestron and VergeSense. • Steelcase Health: A major segment of our business is dedicated to healthcare clients. We create solutions and spaces that lead to better health outcomes for everyone involved in the complex work of care. Through Steelcase and our Healthcare partners West Elm Health Collection, Kwickscreen and Moduform, we offer solutions for waiting spaces, patient rooms, exam rooms and virtual care rooms. • Steelcase Learning: We have a dedicated branch of our offering for K-12 and higher learning clients with products that include classroom chairs, classroom storage, education lounge seating, whiteboards, accessories and education desks and tables. • Accessories: We offer a wide range of office accessories, rugs, decorative items, lighting and other worktools to complete your space.

		<p>We also offer the following additional services to our clients:</p> <ul style="list-style-type: none"> • eBusiness solutions: a web-based solution to help your organization save time, manage costs and simplify furniture purchases. • Applied Research & Consulting: a consulting practice that helps clients define and leverage their work experience strategy. • Global Research Team: Steelcase has the largest in-house research bench in the industry. We have a multidisciplinary team of 18 researchers worldwide with expertise in design, strategy, technology and social sciences. We regularly publish our findings and integrate our findings into product and design solutions. • Codesign & Custom Solutions: Through an iterative, participatory approach, we collaborate with our customers to discover, prototype and manufacture applications and products that reflect their vision, brand and values. • After-Install Support: We are there for you, even after product installation. We have a variety of tools and support to help users through the pre-move, move and post-move process. • Ergonomic Training: Steelcase and our authorized dealers offer ergonomic training sessions and programs through our dedicated, company ergonomist who will ensure employees maximize comfort and productivity. <p>For more information about all these solutions and services, please refer to our attached Additional Document.</p>
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Exceptions to Terms, Conditions, or Specifications Form

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

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - Pricing - Steelcase - 9-14-23.zip - Thursday September 14, 2023 09:31:06
- [Financial Strength and Stability](#) - FinancialStrength - Steelcase - 9-14-23.pdf - Thursday September 14, 2023 09:25:58
- [Marketing Plan/Samples](#) - Marketing Plan - Steelcase - 9-14-2023.pdf - Thursday September 14, 2023 09:26:27
- [WMBE/MBE/SBE or Related Certificates](#) - WMBE - Steelcase - 9-14-2023.pdf - Thursday September 14, 2023 09:26:44
- [Warranty Information](#) - Warranty - Steelcase - 9-14-23.pdf - Thursday September 14, 2023 09:26:54
- [Standard Transaction Document Samples](#) - StandardTransaction - Sourcewell.pdf - Thursday September 14, 2023 09:27:05
- [Requested Exceptions](#) - RequestedExceptions - Steelcase - 9-14-23.docx - Thursday September 14, 2023 09:27:22
- [Upload Additional Document](#) - Additional Document - Steelcase - 9-14-2023.pdf - Thursday September 14, 2023 10:23:08

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

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

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

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Furniture_Solutions_RFP_091423 Tue September 5 2023 03:34 PM	<input checked="" type="checkbox"/>	2
Addendum_3_Furniture_Solutions_RFP_091423 Thu August 31 2023 12:47 PM	<input checked="" type="checkbox"/>	5
Addendum_2_Furniture_Solutions_RFP_091423 Tue August 29 2023 02:17 PM	<input checked="" type="checkbox"/>	2
Addendum_1_Furniture_Solutions_RFP_091423 Fri August 18 2023 11:06 AM	<input checked="" type="checkbox"/>	2



RFP #091423
REQUEST FOR PROPOSALS
for
Furniture Solutions with Related Accessories and Services

Proposal Due Date: September 14, 2023, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Furniture Solutions with Related Accessories and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than September 14, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

SOLICITATION SCHEDULE

Public Notice of RFP Published:	July 27, 2023
Pre-proposal Conference:	August 18, 2023, 10:00 a.m., Central Time
Question Submission Deadline:	September 6, 2023, 4:30 p.m., Central Time
Proposal Due Date:	September 14, 2023, 4:30 p.m., Central Time Late responses will not be considered.
Opening:	September 14, 2023, 4:30 p.m., Central Time See RFP Section V.G. "Opening"

I. ABOUT SOURCEWELL

A. SOURCEWELL

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements (including Canadian Free Trade Agreement, Ontario-Quebec Trade and Cooperation Agreement, and Canada-European Union Comprehensive Economic and Trade Agreement, as applicable), and results in cooperative purchasing solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

Cooperative purchasing provides participating entities and suppliers increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted suppliers' potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

B. USE OF RESULTING CONTRACTS

In the United States, Sourcewell's contracts are available for use by:

- Federal and state government entities¹;
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

In Canada, Sourcewell's contracts are available for use by:

- Provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Indigenous self-governing bodies;
- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly funded academic, health, and social service

¹ Pursuant to HAR §3-128-2, the State of Hawaii, Department of Accounting and General Services, State Procurement Office, on behalf of the State of Hawaii and participating jurisdictions, has provided notice of its Intent to Participate in the solicitation as a participating entity.

entities referred to as MASH sector (this should be construed to include but not be limited to the Cities of Calgary, Edmonton, Toronto, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;

- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest; and
- Members of the Canoe procurement group of Canada, and their partner associations: Canoe members are regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities in Alberta and across Canada, as well as any corporation or entity owned or controlled by one or more of the preceding entities – as well as partner associations, including Saskatchewan Association of Rural Municipalities, Association of Manitoba Municipalities, Local Authorities Services/Association of Municipalities Ontario, Nova Scotia Federation of Municipalities, Federation of Prince Edward Island Municipalities, Municipalities Newfoundland Labrador, Union of New Brunswick Municipalities, North West Territories Association of Communities, CivicInfo BC, and their members.

For a listing of current United States and Canadian Participating Entities visit Sourcewell's website (note: there is a tab for each country): <https://www.sourcewell-mn.gov/sourcewell-for-vendors/agency-locator>.

Participating Entities typically access contracted equipment, products, or services through a purchase order issued directly to the contracted supplier. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

To meet Participating Entities' needs, Sourcewell broadly publishes public notice of all solicitation opportunities, including this RFP. In addition, where applicable, other purchasing cooperatives and procurement officials receive notice and are encouraged to re-post the solicitation opportunity.

Proof of publication will be available at the conclusion of the solicitation process.

II. SOLICITATION DETAILS

A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that proposers will offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

1. Sourcewell is seeking proposals for Furniture Solutions with Related Accessories and Services for spaces such as: office, remote office, conference, reception, lounge, commons, collaboration, education, public spaces, multi-purpose, e-sports, command centers, food service or dining areas, and residence halls. Comprehensive solutions are sought for furniture types to include but not be limited to:

- a. Desks and workstations;
 - i. Stationary, sit-to-stand, control and dispatch consoles, charging stations;
- b. Chairs;
- c. Tables;
- d. Modular and demountable walls;
- e. Cubicles;
- f. Seating;
 - i. Benches, fixed stools, ottomans, integrated power systems;
- g. Patio or outdoor;
- h. Casegoods;
- i. Residential hall furnishings;
- j. Related services including rental, design, space planning, installation, assembly, safety inspection, repair, renovation, refurbishment, re-manufacture, retrofit or recycling services to the offering above; and;
- k. Proposers may also include related storage and technology integrated furniture solutions, ergonomic solutions and accessories, workspace systems and accessories to the extent that the offering is ancillary or complementary to an offering of Furniture Solutions as described in Section II. B. 1. a.-j. above.

A Proposer may elect to offer a materials-only solution, a turn-key solution, or an alternative solution. Generally, a turn-key solution is most desirable to Sourcewell and its Members, however, it is not mandatory or required.

2. The primary focus of this solicitation is on Furniture Solutions with Related Accessories and Services. This solicitation should NOT be construed to include services-only solutions.

3. This solicitation does not include those equipment, products, or services covered under categories included in pending or planned Sourcewell solicitations, or in contracts currently maintained by Sourcewell, identified below:

- a. Technology Catalog Solutions (RFP #081419);

- b. Industrial and Workplace Storage Systems with Related Accessories (RFP #010920);
- c. STEM Curriculum Solutions and Equipment with Related Accessories, Supplies, and Services (RFP #040121);
- d. Laboratory and Science Equipment, Supplies, and Related Technology and Services (RFP #020723);
- e. Flooring Materials, with Related Supplies and Services (RFP #061323); and
- f. Event Seating and Staging Solutions with Related Accessories and Services (RFP #081523).

Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment-only or products-only solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed.

Sourcewell prefers suppliers that provide a sole source of responsibility for the equipment, products, and services provided under a resulting contract. If proposer is including the equipment, products, and services of its subsidiary entities, the proposer must also identify all included subsidiaries in its proposal. If proposer requires the use of distributors, dealers, resellers, or subcontractors to provide the equipment, products, or services, the proposal must address how the equipment, products or services will be provided to Participating Entities, and describe the network of distributors, dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.

Sourcewell encourages suppliers to offer the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities.

C. REQUIREMENTS

It is expected that proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Participating Entities.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.

4. Delivered and operational. Unless clearly noted in the proposal, equipment and products must be delivered to the Participating Entity as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

D. PROSPECTIVE CONTRACT TERM

The term of any resulting contract(s) awarded by Sourcewell under this solicitation will be four years. Sourcewell and supplier may agree to up to three additional one-year extensions based on the best interests of Sourcewell and its Participating Entities. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD \$400 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Participating Entities. The proposer's Marketing Plan should demonstrate proposer's ability to deploy a sales force or dealer network to Participating Entities, as well as proposer's sales and service capabilities. It is expected that proposer will promote and market any contract award.

G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. A proposer may submit only one proposal. If related, affiliated, or subsidiary entities elect to submit separate proposals, rather than a single parent-entity proposal, each such proposal must be prepared independently and without cooperation, collaboration, or collusion.
3. If a proposer works with a consultant on its proposal, the consultant (an individual or company) may not assist any other entity with a proposal for this solicitation.
4. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the proposal. Sourcewell reserves the right to verify proposer's information and may request clarification from a proposer, including samples of the proposed equipment or products.

5. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.
6. A proposer's documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

III. PRICING

A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
 - a. **Line-item Pricing** is pricing based on each individual product or services. Each line must indicate the proposer's published "List Price," as well as the "Contract Price."
 - b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any contract resulting from this RFP.
2. The proposer's not to exceed price. A not to exceed price is the highest price for which equipment, products, or services may be billed to a Participating Entity. However, it is permissible for suppliers to sell at a price that is lower than the contracted price.
3. Stated in U.S. and Canadian dollars (as applicable).
4. Clearly understandable, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Entity's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the proposer. Additionally, proposers should clearly describe any unique distribution and/or delivery methods or options offered in the proposal.

B. ADMINISTRATIVE FEES

Proposers awarded a contract are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all contracted equipment,

products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

IV. CONTRACT

Proposers awarded a contract will be required to execute a contract with Sourcewell (see attached template). Only those modifications the proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in the proposal being disqualified from further review and evaluation.

To request a modification to the template Contract, a proposer must submit the Exceptions to Terms, Conditions, or Specifications table with its proposal. Only those exceptions noted at the time of the proposal submission will be considered.

Exceptions must:

1. Clearly identify the affected article and section.
2. Clearly note the requested modification; and as applicable, provide requested alternative language.

Unclear requests will be automatically denied.

Only those exceptions that have been accepted by Sourcewell will be included in the contract document provided to the awarded supplier for signature.

If a proposer receives a contract award resulting from this solicitation it will have up to 30 days to sign and return the contract. After that time, at Sourcewell's sole discretion, the contract award may be revoked.

V. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted in the Solicitation Schedule for this RFP and on the Sourcewell Procurement Portal. The purpose of this conference is to allow potential proposers to ask questions regarding this RFP and Sourcewell's competitive contracting process. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcewell Procurement Portal Vendor Account. Pre-proposal conference attendance is optional.

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

All questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the proposer by checking the box for each addendum. It is the responsibility of the proposer to check for any addenda that may have been issued up to the solicitation due date and time.

If an addendum is issued after a proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the proposer's proposal status to INCOMPLETE. The proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account. The proposer is solely responsible to check the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account periodically after submitting its proposal (and up to the Proposal Due Date). If the proposer's proposal status has changed to INCOMPLETE, the proposer is solely responsible to:

- i) make any required adjustments to its proposal;
- ii) acknowledge the addenda; and
- iii) ensure the re-submitted proposal is received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time shown in the Solicitation Schedule above.

D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Late proposals will not be considered.** It is the proposer's sole responsibility to ensure that the proposal is received on time.

It is recommended that proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The time and date that a proposal is received by Sourcewell is solely determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to 24 hours to respond to certain issues.

Upon successful submission of a proposal, the Sourcewell Procurement Portal will automatically generate a confirmation email to the proposer. If the proposer does not receive a confirmation email, contact Sourcewell's support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the proposer has obtained this solicitation document from a third party, the onus is on the proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

Within the Sourcewell Procurement Portal, all proposals must be digitally acknowledged by an authorized representative of the proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the proposer to remedies available by law.

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- Valid and irrevocable for 90 days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the proposer.

F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a proposer may withdraw its proposal.

G. OPENING

The Opening of proposals will be conducted in the Sourcewell Procurement Portal immediately following the proposal due date and time. To view the list of proposers resulting from the opening, verify that the Sourcewell Procurement Portal opportunities list search is set to "All" or "Closed."

Members of the public may attend the Opening at Sourcewell's office located at 202 12th Street NE, Staples, MN to hear the results.

VI. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible proposers offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Participating Entities. The award(s) will be limited to the number of proposers that Sourcewell determines is necessary to meet the needs of its Participating Entities.

Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- Total evaluation scores (giving consideration to natural breaks in the scoring of responsive proposals);
- The number and geographic location of highest-scoring proposers that offer:
 - A comprehensive selection of the requested equipment, products, or services;
 - A sales and service network ensuring availability and coverage for Participating Entities' use; and
 - Other attributes of the proposer or contents of its proposal that assist Participating Entities in achieving environmental and social requirements, and goals.

Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell has any knowledge about a specific supplier or product.

B. AWARD(S)

Award(s) will be made to the highest-scoring proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (a copy is available in the Sourcewell Procurement Portal):

Conformance to RFP Requirements	50
Financial Viability and Marketplace Success	75
Ability to Sell and Deliver Service	100
Marketing Plan	50

Value Added Attributes	75
Warranty	50
Depth and Breadth of Offered Equipment, Products, or Services	200
Pricing	400
TOTAL POINTS	1000

C. PROTESTS OF AWARDS

Any protest made under this RFP by a proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. All documents that comprise the complete protest package must be received, and time stamped at the Sourcewell office by 4:30 p.m., Central Time, no later than 10 calendar days following Sourcewell's notice of contract award(s) or non-award. A protest must allege a procedural, technical, or legal defect, with supporting documentation. A protest that merely requests a re-evaluation of a proposal's content will not be entertained

A protest must include the following items:

- The name, address, and telephone number of the protester;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the alleged procedural, technical, or legal defect;
- Analysis of the basis for the protest;
- Any additional supporting documentation;
- The original signature of the protester or its representative; and
- Protest bond in the amount of \$20,000 (except where prohibited by law or treaty).

Protests that do not address these elements will not be reviewed.

D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any contract, and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;
- Independently verify any information provided in a proposal;
- Disqualify any proposer that does not meet the requirements of this RFP, is debarred or suspended by the United States or Canada, State of Minnesota, Participating Entity's

state or province; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;

- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Clarify any part of a proposal and discuss any aspect of the proposal with any proposer; and negotiate with more than one proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Participating Entities; and
- Award a contract to one or more proposers if it is in the best interest of Participating Entities.

E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell considers that negotiations are complete upon execution of a resulting contract. It is the proposer's responsibility to clearly identify any data submitted that it considers to be protected. Proposer must also include a justification for the classification citing the applicable Minnesota law. Sourcewell may reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.

Sourcewell will not consider the prices submitted by the proposer to be confidential, proprietary, or trade secret materials. Financial information, including financial statements, provided by a proposer is not considered trade secret under the statutory definition.



08/18/2023

Addendum No. 1

Solicitation Number: RFP 091423

Solicitation Name: Furniture Solutions with Related Accessories and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

It appears that full line manufacturers are usually awarded these contracts. Might a group of smaller factories present as a consortium to allow for the submission of a more complete, full breadth of line offering in an attempt to be more competitive with the full line factories on this bid?

Answer 1:

The RFP text on page 5 reads, "Sourcewell prefers suppliers that provide a sole source of responsibility for the equipment, products, and services provided under a resulting contract. If proposer is including the equipment, products, and services of its subsidiary entities, the proposer must also identify all included subsidiaries in its proposal. If proposer requires the use of distributors, dealers, resellers, or subcontractors to provide the equipment, products, or services, the proposal must address how the equipment, products or services will be provided to Participating Entities, and describe the network of distributors, dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract."

Question 2:

Is there a pricing template you would like suppliers to use?

Answer 2:

It is left to the discretion of each proposer to determine the method it deems best suited to submit its relevant information in a timely fashion through the Sourcewell Procurement Portal.

End of Addendum

Acknowledgement of this Addendum to RFP 091423 posted to the Sourcewell Procurement Portal on 08/18/2023, is required at the time of proposal submittal.



08/29/2023

Addendum No. 2

Solicitation Number: RFP 091423

Solicitation Name: Furniture Solutions with Related Accessories and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

By definition, furniture can include other accessory categories than those listed. IE: Artwork, signage, acoustical products, supplements. How do we secure preapproval for categories that technically are furniture but not named.

Answer 1:

In the competitive process, Sourcewell will not pre-evaluate a proposer's equipment, product, or services offering or advise a proposer on the content of the proposal. Each proposer, in its discretion, will propose the equipment, products, and services that it deems to fall within Sourcewell's requested equipment, products, and services as described in RFP Section II. B. - Requested Equipment, Products or Services. However, only those products within the scope of the RFP will be included in any contract awarded by Sourcewell as a result of this solicitation.

Question 2:

During the pre-proposal conference, a question was asked about rebates to members - the response was that members in Minnesota receive a rebate, but other states do not. Please provide full clarity on this question and answer. Is the rebate something that needs to be factored in to our pricing and/or admin fees? Are we to provide separate pricing for State of MN vs other states as a result? How do potential suppliers handle the difference in process for State of MN vs other states?

Answer 2:

Sourcewell will provide a rebate to participating entities in the five-county region that we serve within the state of Minnesota who make purchases from cooperative contracts.

If you choose to offer rebates to participating entities as part of your pricing structure, you may outline that in Table 11, Question 60.

Question 3:

For Table 2 line items 13/14, please provide further clarification. Are you looking for a dollar value or percentage? Also, are you looking for a response that is specific to the vertical markets eligible for this contract (state/local government, higher education, non-profits) or are you looking for a total across all sectors?

Answer 3:

It is left to the discretion of each proposer to determine the information necessary to best demonstrate their ability to serve Sourcewell members and that they are willing to include. The solicitation is a competitive process and proposals are evaluated on the content submitted.

Question 4:

For Table 3 line item 20, please clarify definition of government. Should our response only include state/local government, or should we also include federal government?

Answer 4:

Refer to RFP Section I. B. – Use of Resulting Contracts.

Question 5:

For Table 6 line item 31/32, please clarify what exactly you are looking for in this response and how it differs from the other responses on this table and others in the RFP.

Answer 5:

Demonstrate if you are willing and able to serve Sourcewell participating entities in the United States and Canada.

Question 6:

For table 9 line item 53, please provide an example of what you mean by a service contract?

Answer 6:

Table 9, Question 53 is asking for additional information on potential extended warranties or service options beyond the standard warranty.

End of Addendum

Acknowledgement of this Addendum to RFP 091423 posted to the Sourcewell Procurement Portal on 08/29/2023, is required at the time of proposal submittal.



08/31/2023

Addendum No. 3

Solicitation Number: RFP 091423

Solicitation Name: Furniture Solutions with Related Accessories and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Would a range of hourly rates be preferred for services? Since this is a nationwide contract, providing a range would be advantageous to Sourcewell customer's they aren't locked into the highest rates.

Answer 1:

Each proposer, in its discretion, will determine and propose the pricing approach that aligns with its business methods and satisfies all the requirements of the RFP Article on Pricing. In the competitive process, Sourcewell will not advise a proposer on the format of its proposal. However, a pricing document with the content selected by the proposer must be uploaded to successfully submit a proposal within the Portal.

Question 2:

Please clarify that as a furniture manufacturer, the admin fees apply to product only. A network of authorized dealers provides services, such as install, with which rates vary based upon location, size, and scope of project.

Answer 2:

It is left to the discretion of each proposer to determine and propose an administrative fee that is consistent with its business and industry. Refer to RFP Section III. B. – Administrative Fees and Section 8. B. of the contract template for further information on administrative fees.

Question 3:

Please provide additional clarification on the evaluation process and how the points are allocated to the scoring of the response.

Answer 3:

Additional guidance can be found in RFP Section VI. Evaluation and Award and the "Sourcewell Evaluator Scoring Guide" found on the "Bids Homepage" in the Resource Materials section of the Sourcewell Procurement Portal.

Question 4:

Please define: other public entities.

Answer 4:

Some examples of other public entities could include, water districts, port and transportation authorities, charter schools and rural power cooperatives, to name a few.

Question 5:

Please clarify if other states consider adopting Sourcewell as a state contract?

Answer 5:

Sourcewell contracts have been adopted by other states.

Question 6:

Hawaii is referenced in the Footnote. Please clarify if Hawaii intends to adopt this agreement as a State Purchasing Option.

Answer 6:

The State of Hawaii, Department of Accounting and General Services, State Procurement Office, on behalf of the State of Hawaii and participating jurisdictions, has provided notice to Sourcewell of the intent to participate in the contract(s) to be awarded under this solicitation.

Question 7:

Please clarify if pricing must be in an Excel file? Most manufacturer Price Lists are PDF, but justification can be provided through letters, PPI Index, sampling of items, etc.

Answer 7:

It is left to the discretion of each proposer to articulate and propose the pricing approach that aligns with their business methods and satisfies the requirements of RFP Section III. - Pricing. Proposers may use the upload fields in Step 2 of the proposal submission process to attach documents that the proposer chooses to include with the proposal. Proposals are evaluated based on the criteria stated in the RFP.

Question 8:

Please confirm that current commercial price lists may always apply, so long as the contractor provides the appropriate information to submit the pricing and product updates.

Answer 8:

Section 4, Product and Pricing Change Requests of the Contract Template is applicable once a vendor has a contract and needs to change pricing or add or subtract products from the initial proposed offering. It is left to the discretion of each proposer to determine and propose the pricing approach that aligns with their business methods and satisfies all the requirements of RFP Article III - Pricing.

Question 9:

In addition to a tiered discount structure, would Sourcewell find it advantageous for respondents to provide both a dock delivery and delivered and installed discount structure?

Answer 9:

It is left to the discretion of each proposer to propose a method for freight or delivery charges that aligns to its business practices and meets all applicable industry standards, laws, and regulations. A proposer should include all relevant information and fully describe the total cost of acquisition for a participating entity in its proposal.

Question 10:

With regard to the Financial Viability request for information, is a letter from a bank acceptable to verify our good standing and fiscal responsibility.

Answer 10:

Refer to Table 2, Question 12 of the Sourcewell questionnaire tables.

Question 11:

Please confirm when Contractors are permitted to add additional authorized dealers to the contract.

Answer 11:

Proposers may add new dealers as needed. Refer to template contract Section 2. C. – Dealers, Distributors, and/or Resellers, for the manner in which an awarded supplier provides sales or service provider updates during the contract term.

Question 12:

Please clarify what is the process is to add a dealer.

Answer 12:

Refer to Answer 11 above.

Question 13:

Please clarify what information (per dealer) is needed for the dealer list.

Answer 13:

See Answer 11 above.

Question 14:

Please clarify if Sourcewell and/or its members require small business utilization. If so, would it be advantageous to include this detail with our dealer list submission?

Answer 14:

Proposers may include and elaborate on small business information in Table 8, Question 45 of the questionnaire.

Question 15:

Although separate legal entities, we have an extension of our company in Canada, which has different product offerings, uses Canadian dollars, and different pricing structures. Would they submit their own proposal for the Canadian members? Would we submit one proposal in entirety, naming them as an authorized agent under our contract? If yes, may we provide reporting separately based upon the different currencies and discount structures?

Answer 15:

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of each proposer to articulate its capabilities in the manner that best aligns with their business methods.

End of Addendum

Acknowledgement of this Addendum to RFP 091423 posted to the Sourcewell Procurement Portal on 08/31/2023, is required at the time of proposal submittal.

Acknowledgement of this Addendum to RFP 091423 posted to the Sourcewell Procurement Portal on 09/05/2023, is required at the time of proposal submittal.

COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:

One Workplace L. Ferrari, LLC dba Peninsula Business Interiors

(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide: office furniture and design, planning, delivery and installation services for new or existing office furniture or office panel systems for Public Works, Facilities & Parks on an as-needed basis per Sourcewell agreement 121919-STI.

2.0 PAYMENT PROVISIONS:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: \$ 100,000

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from December 21, 2021 to February 18, 2024, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

Exhibit B Other: Sourcewell Agreement 1219119-STI and RFP

5.0 PERFORMANCE STANDARDS:

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

7.0 TERMINATION:

- 7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9.0 INSURANCE REQUIREMENTS:

9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 **Qualifying Insurers:** All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR’s duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Requestor must check the appropriate Automobile Insurance Threshold:

Requestor must check the appropriate box.

Agreement Under \$100,000 Business Automobile Liability Insurance: covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

Agreement Over \$100,000 Business Automobile Liability Insurance: covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers’ Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer’s Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

(Note: any proposed modifications to these workers’ compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a “claims-made” basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage (“tail coverage”) with the same liability limits. Any such tail

coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

9.04 **Other Requirements:**

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, **and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance.** The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of

this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 **RECORDS AND CONFIDENTIALITY:**

- 10.1 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.2 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.3 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.4 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.5 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11.0 NON-DISCRIMINATION:

- 11.1 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and

treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 COMPLIANCE WITH APPLICABLE LAWS:

13.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices require by law in the performance of the Services.

13.2 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
John Snively, Management Analyst III	Casey Faylor, Account Manager
Name and Title	Name and Title
1441 Schilling Pl., South 2nd Floor Salinas, CA 93901	325 S. Main St. Salinas, California 93901
Address	Address
831-759-6617	831-757-4107
Phone:	Phone:

16.0 MISCELLANEOUS PROVISIONS.

- 16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.
- 16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 16.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

- 16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.
- 16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.
- 16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 16.12 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 16.13 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 16.14 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 16.15 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 16.16 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

17.0 **CONSENT TO USE OF ELECTRONIC SIGNATURES.**

- 17.1 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 et seq. Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this

18.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: DocuSigned by: Debra R. Wilson
Contracts/Purchasing Officer
Date: 1/7/2022 | 9:28 AM PST
By: Department Head (if applicable)
Date:

Approved as to Form
Office of the County Counsel
Leslie J. Girard, County Counsel

By: DocuSigned by: Mary Grace Perry, Deputy County Counsel
County Counsel
Date: 1/7/2022 | 8:35 AM PST

Approved as to Fiscal Provisions

By: DocuSigned by: Gary Giboney
Auditor/Controller
Date: 1/7/2022 | 8:37 AM PST

Approved as to Liability Provisions
Office of the County Counsel-Risk Manager
Leslie J. Girard, County Counsel-Risk Manager

By: Risk Management
Date:

CONTRACTOR

One Workplace L. Ferrari, LLC dba Peninsula Business Interiors

By: Contractor/Business Name *
DocuSigned by: Mark Baker
(Signature of Chair, President, or Vice-President)
Mark Baker
Manager
Date: 1/4/2022 | 9:19 AM PST

By: DocuSigned by: Dave Ferrari
(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)
Dave Ferrari
Manager
Date: 1/4/2022 | 10:43 AM PST

County Board of Supervisors' Agreement No. approved on

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

1 Approval by County Counsel is required

2 Approval by Auditor-Controller is required

3 Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

EXHIBIT A – Scope of Services/Payment Provisions

To Agreement by and between
County of Monterey, hereinafter referred to as “County”
AND

One Workplace L Ferrari dba Peninsula Business Interiors, hereinafter referred to as
“CONTRACTOR”

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

A.1.1 Provide office furniture and design, planning, delivery and installation services for new or existing office furniture or office panel systems for Public Works, Facilities & Parks on an as-needed basis per Source agreement 121919-STI.

A.1.2 The process will consist of the County contacting the CONTRACTOR and requesting services related to an individual project. CONTRACTOR will then prepare a detailed scope and cost.

A.1.3 After County review and approval of a Scope of Work, a Delivery Order (DO) will be issued to CONTRACTOR.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed \$100,000 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

CONTRACTOR shall be compensated on a per project basis. Each project to be performed pursuant to this Agreement must be agreed to in writing prior to the commencement of work.

There shall be no travel reimbursement allowed during this Agreement.

County and CONTRACTOR agree that CONTRACTOR shall be reimbursed for travel

EXHIBIT A – Scope of Services/Payment Provisions

CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

B.2 CONTRACTORS BILLING PROCEDURES

NOTE: Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.

County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.



Solicitation Number: RFP#121919

CONTRACT

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

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

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

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

1. TERM OF CONTRACT

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

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

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

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

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

3. PRICING

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

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

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

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

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

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

5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS

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

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

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

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

6. MEMBER ORDERING AND PURCHASE ORDERS

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

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

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

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

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

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

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

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

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

11. LIABILITY

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

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

12. AUDITS

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

13. GOVERNMENT DATA PRACTICES

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

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

14. INTELLECTUAL PROPERTY

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

15. PUBLICITY, MARKETING, AND ENDORSEMENT

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

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

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

16. GOVERNING LAW, JURISDICTION, AND VENUE

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

17. FORCE MAJEURE

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

18. SEVERABILITY

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

19. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

20. INSURANCE

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

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

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

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

Minimum limits:

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

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

Minimum Limits:

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

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

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

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

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

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

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

21. COMPLIANCE

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

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

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

24. CANCELLATION

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

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

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

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

RFP 121919 - Furniture Solutions with Related Accessories and Services

Vendor Details

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

Submission Details

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

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Table 2: Company Information and Financial Strength

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

Desks + Tables

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

Storage

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

Integrated Technology

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

Architecture + Space Division

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

Related Accessories

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

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

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

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

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

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

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

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

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

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

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

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

Global Standards + Reporting

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

Americas

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

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

Table 3: Industry Recognition & Marketplace Success

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

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

Table 4: References/Testimonials

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

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

Table 5: Top Five Government or Education Customers

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

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

Table 6: Ability to Sell and Deliver Service

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

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

Table 7: Marketing Plan

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

users.

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

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

Steelcase Education – reaching the education audience

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

Coalesse – reaching the ancillary spaces audience

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

Turnstone – reaching the ancillary spaces audience

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

Polyvision

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

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

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

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

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

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

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

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

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

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

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

Table 9: Warranty

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

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

Table 10: Payment Terms and Financing Options

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

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

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

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

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

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

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

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

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

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

Also, orders processed by Members with our dealers are to have the Sourcewell contract number noted and dealers are to then use quotes specific to Sourcewell, which ensures Members get the correct contract pricing.

The Membership list provided by Sourcewell and our automated reporting system is the basis of how we designate, load and recognize Sourcewell sales. We download the Membership roster from Sourcewell's website and convert this into a usable file that can link to our internal reporting system, quotes, and unique site IDs each Member has.

Our internal reporting team uses the converted file to match Members to the Sourcewell master quote and any quotes that are linked to the Sourcewell agreement through bilateral agreements and letters of commitment. The Sourcewell master quote and linked quotes are unique numbers that provide as accuracy to insure Sourcewell sales are recognized by Steelcase. So, any Member electing to purchase through the Sourcewell agreement receives pricing from an authorized participating Steelcase dealer who must use Sourcewell quote numbers to complete Member transactions.

In addition, our reporting system deploys a matching algorithm which automatically matches member sites (every member as a unique site ID) to Sourcewell sales through our authorized participating dealers. In the event that we do find that an error was made and eligible sales were not reported, we will reconcile and report those eligible sales in the next reporting cycle and pay any associated fees, consistent with our agreement and our values and business practices.

Please see Additional Document T10.52 for more information, including our order fulfillment process, order change and cancellation policy, Steelcase Playbook, and a list of Steelcase Authorized Dealers in the US and Canada.

53	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?	Steelcase dealers take orders and process payment on this contract and a P- card may be negotiated between Member and Participating Dealer.
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Table 11: Pricing and Delivery

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

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

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

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

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

Table 13: Audit and Administrative Fee

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

Table 14: Industry Specific Questions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Examples of integrated technology in the workplace include spaces that:

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

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

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

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

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

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

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

Documents

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

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

Proposers Assurance of Comp**PROPOSER ASSURANCE OF COMPLIANCE****PROPOSER'S AFFIDAVIT**

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

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

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

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

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

Yes No

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

Pages

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ADDITIONAL DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

PRODUCTS AND PRICING

FOR DELIVERIES IN THE UNITED STATES AND CANADA

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

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

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

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

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

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

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

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

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

PRODUCTS AND PRICING (continued)

FOR DELIVERIES IN THE UNITED STATES AND CANADA (continued)

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

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

EXCEPTIONS

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

OTHER

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

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

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

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

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

PRODUCTS AND PRICING (continued)

DEALER SERVICES AND RATES

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

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

PRODUCTS AND PRICING (continued)

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

Travel expenses will be quoted extra.

Additional Services

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

Union or Prevailing Wage

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

Customer Own Material ("COM")

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

Additional Charges May Apply For:

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

PARTICIPATING DEALERS

LIST OF PARTICIPATING STEELCASE DEALERS

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

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

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

UNITED STATES:

CANADA:

ORDERS - PROCEDURE; CANCELLATION AND CHANGES

A. Procedure

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

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

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

B. Cancellation and Changes

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

DELIVERY AND INSTALLATION PROVISIONS

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

A. Labor Charges

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

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

B. Special Markings, Packaging or Handling

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

C. Condition of Job Site

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

D. Job Site Service

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

E. Storage

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

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

F. Assembly

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

G. Damage

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

H. Insurance

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

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



RFP #121919
REQUEST FOR PROPOSALS
for
Furniture Solutions with Related Accessories and Services

Proposal Due Date: December 19, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Furniture Solutions with Related Accessories and Services to result in a contracting solution for use by its members. Sourcewell members include thousands of governmental, higher education, K-12 education, not-for-profit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than December 19, 2019 at 4:30 p.m. Central Time, and late proposals will not be considered.

Solicitation Schedule

Public Notice of RFP Published:	October 31, 2019
Pre-proposal Conference:	November 21, 2019 10:00 a.m., Central Time
Question Submission Deadline:	December 12, 2019, 4:30 p.m., Central Time
Proposal Due Date:	December 19, 2019 4:30 p.m., Central Time Late responses will not be considered.
Opening:	December 19, 2019, 6:30 p.m., Central Time **

** SEE RFP SUB-SECTION V. G. "OPENING"

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Furniture Solutions with Related Accessories and Services
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I. ABOUT SOURCEWELL AND MEMBERS

A. SOURCEWELL

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ members across the United States and Canada. Sourcewell's solicitation process complies with Minnesota law and policies, and results in cooperative contracting solutions from which Sourcewell's members procure equipment, products, and services.

Cooperative contracting provides members and vendors increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted vendors potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

B. MEMBERS AND USE OF RESULTING CONTRACTS

Membership in Sourcewell is open to government and non-profit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities. Access to contracted equipment, products, or services by Members is typically through a purchase order issued directly to the applicable vendor. A Member may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Members retain the right to obtain similar equipment, products, or services from other sources.

To meet Members' needs, public notice of this RFP has been broadly published, including notification to each state-level procurement departments for possible re-posting. As required by certain states, an Appendix of Members is included in this RFP and can be found in the Sourcewell Procurement Portal. Proof of publication will be available at the conclusion of the solicitation process.

For Canadian entities: This RFP is intended to include municipalities and publicly-funded academic institutions, school boards, health authorities, and social services (MASH sectors); including members of the Rural Municipalities of Alberta (RMA), and their represented Associations: Saskatchewan Association of Rural Municipalities (SARM), Saskatchewan Urban Municipalities Association (SUMA), and Association of Manitoba Municipalities (AMM).

II. EQUIPMENT, PRODUCTS, AND SERVICES

A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcwell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that Proposers offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

1. Sourcwell is seeking proposals for Furniture Solutions with Related Accessories and Services, for applications such as a) office, conference, lobby, lounge, common, collaboration, multi-purpose, and meeting spaces; b) classroom, lab, studio, and maker spaces; c) library, media, technology, or computer centers; and, d) food service or dining areas, student union spaces, and residence halls. Comprehensive solutions are sought for furniture types to include, but not be limited to:

- a. Desks, chairs (folding and stackable), tables, modular walls, cubicles, seating (benches, fixed, stools, etc.), patio or outdoor, cabinets or integrated storage, and residential hall furnishings;
- b. Related services including rental, design, installation, assembly, safety inspection, repair, renovation, refurbishment, and re-manufacture, retrofit or recycling services for the furniture solutions described above; and
- c. Complementary offerings may include: office related storage and technology integrated furniture solutions.

A Proposer may elect to offer a materials-only solution, a turn-key solution, or an alternative solution. Generally, a turn-key solution is most desirable to Sourcwell and its Members, however, it is not mandatory or required.

This solicitation does not include those equipment, products, or services covered under categories included in contracts currently maintained by Sourcwell:

1. RFP#091719 Event Seating and Staging Solutions with Related Accessories and Services
2. RFP#040215 Storage Products or Systems with Related Accessories
3. RFP#081419 Technology Catalog Solutions

Proposers may include related equipment, accessories, and services to the extent that these solutions are complementary to the equipment, products, or service(s) being proposed.

Generally, the solutions for Sourcewell Members are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment or products only solutions may be appropriate for situations where Sourcewell Members possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation those equipment/products being proposed.

Sourcewell prefers vendors that provide a sole source of responsibility for the products and services provided under a resulting contract. If Proposer requires the use of dealers, resellers, or subcontractors to provide the products or services, the Proposal should address how the products or services will be provided to Members and describe the network of dealers, resellers, and/or subcontractors that will be available to serve Sourcewell Members under a resulting contract.

Sourcewell desires the broadest possible selection of products/equipment and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and potential Members.

C. REQUIREMENTS

It is expected that Proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Members.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, Proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the Proposal, equipment and products must be delivered to the Member as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

D. ANTICIPATED CONTRACT TERM

Sourcewell anticipates that the term of any resulting contract(s) will be four (4) years. An extension may be offered based on the best interests of Sourcewell and its members.

E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD \$200M therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Members. The Proposer's Marketing Plan should demonstrate Proposer's ability to deploy a sales force or dealer network to Members, as well as Proposer's sales and service capabilities. It is expected that Proposer will promote and market any contract award.

G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to Proposers able to best meet the need of Members. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. Proposers should include all relevant information in its proposal. Sourcewell cannot consider information that is not provided in the Proposal. Sourcewell reserves the right to verify Proposer's information and may request clarification from a Proposer, including samples of the proposed equipment or products.
3. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Members. Awards may be based on a subcategory.
4. A Proposer's documented negative past performance with Sourcewell or its Members occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

III. PRICING

A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:

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Furniture Solutions with Related Accessories and Services
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- a. **Line-item Pricing** is pricing based on each individual product or services. Each line must indicate the Vendor's published "List Price," as well as the "Contract Price."
 - b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any Contract resulting from this RFP.
2. The Proposer's ceiling price (Ceiling price means that the proposed pricing will be considered as the highest price for which equipment, products, or services may be billed to a Member). However, it is permissible for vendors to sell at a price that is lower than the contracted price;
 3. Stated in U.S., and Canadian dollars for Proposers intending to sell in Canada (as applicable); and
 4. Clearly understood, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Member's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the Proposer. Additionally, Proposers should clearly describe any unique distribution and/or delivery methods or options offered in the Proposal.

B. ADMINISTRATIVE FEES

Proposers are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Members for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

IV. CONTRACT

Proposers awarded a contract will be required to execute a contract with Sourcewell. Only those modifications the Proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in a proposal being disqualified from further review and evaluation.

To request a modification to the Contract terms, conditions, or specifications, a Proposer must complete and submit an Exceptions to Terms, Conditions, or Specifications Form, with all

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Furniture Solutions with Related Accessories and Services

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requested modifications, through the Sourcewell Procurement Portal at the time of submitting the Proposer's response.

V. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted on page one of this RFP and on the Sourcewell Procurement Portal. The purpose of this conference is to allow potential Proposers to ask questions regarding this RFP and Sourcewell's competitive contracting process. Information about the webcast will be sent to all entities that requested a copy of this RFP through the Sourcewell Procurement Portal. Pre-proposal conference attendance is optional.

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

Questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a Proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the Proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential Proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the Proposer by checking the box for each addendum. It is the responsibility of the Proposer to check for any addenda that may have been issued up to the time for solicitation closing.

If an addendum is issued after a Proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the Proposer's proposal status to INCOMPLETE. The Proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account. The Proposer is solely responsible to:

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- i) make any required adjustments to its proposal;
- ii) acknowledge the addenda; and
- iii) Ensure the re-submitted proposal is RECEIVED through the Sourcewell Procurement Portal no later than the closing time and date shown in the Solicitation Schedule.

D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Only complete proposals that are timely submitted through the Sourcewell Procurement Portal will be considered. Late proposals will not be considered.** It is the Proposer's sole responsibility to ensure that the proposal is received on time.

All proposals must be received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time noted in the Solicitation Schedule above. It is recommended that Proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The closing time and date is determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to twenty-four (24) hours to respond to certain issues.

Upon successful submission of a proposal, the Portal will automatically generate a confirmation email to the Proposer. If the Proposer does not receive a confirmation email, contact Sourcewell's support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the Proposer has obtained this solicitation document from a third party, the onus is on the Proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

All proposals must be acknowledged digitally by an authorized representative of the Proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, Proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the Proposer to remedies available by law.

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- Valid and irrevocable for ninety (90) days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the Proposer.

F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a Proposer may withdraw its proposal.

G. OPENING

The Opening of Proposals will be conducted electronically through the Sourcewell Procurement Portal. A list of all Proposers will be made publicly available in the Sourcewell Procurement Portal after the Proposal Due Date, but no later than the Opening time listed in the Solicitation Schedule.

To view the list of Proposers, verify that the Sourcewell Procurement Portal opportunities list search is set to "All" or "Closed." The solicitation status will automatically change to "Closed" after the Proposal Due Date and Time.

VI. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible Proposer(s) offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Members. The award(s) will be limited to the number of offerors that Sourcewell determines is necessary to meet the needs of Sourcewell members. Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- The number of and geographic location of:
 - Proposers necessary to offer a comprehensive selection of equipment, products, or services for Members' use.
 - A Proposer's sales and service network to assure availability of product supply and coverage to meet Members' anticipated needs.
- Total evaluation scores.
- The attributes of Proposers, and their equipment, products, or services, to assist Members achieve environmental and social requirements, preferences, and goals. Information submitted as part of a proposal should be as specific as possible when

responding to the RFP. Do not assume Sourcewell's knowledge about a specific vendor or product.

B. AWARD(S)

Award(s) will be made to the Proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (available in the Sourcewell Procurement Portal):

Conformance to RFP Requirements	50
Financial Viability and Marketplace Success	75
Ability to Sell and Deliver Service	100
Marketing Plan	50
Value Added Attributes	75
Warranty	50
Depth and Breadth of Offered Equipment, Products, or Services	200
Pricing	400
TOTAL POINTS	1000

C. PROTESTS OF AWARDS

Any protest made under this RFP by a Proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. The protest must be received no later than ten (10) calendar days' following Sourcewell's notice of contract award(s) or non-award and must be time stamped by Sourcewell no later than 4:30 p.m., Central Time.

A protest must include the following items:

- The name, address, and telephone number of the protester;
- The original signature of the protester or its representative;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the issues to be resolved;
- Identification of the legal or factual basis;
- Any additional supporting documentation; and
- Protest bond in the amount of \$20,000.

Protests that do not address these elements will not be reviewed.

D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any contract and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the Proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Discuss any aspect of the proposal with any Proposer and negotiate with more than one Proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Members; and
- Award a contract to one or more Proposers if it is in the best interest of Members.

E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell determines that negotiations are complete upon execution of the resulting contract. If the Proposer submits information in response to this RFP that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minnesota Statutes Section 13.37, the Proposer must:

- Clearly mark all trade secret materials in its proposal at the time the proposal is submitted;
- Include a statement with its proposal justifying the trade secret designation for each item; and
- Defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless Sourcewell, its agents and employees, from any judgments or damages awarded against Sourcewell in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives Sourcewell's award of a contract. In submitting a proposal to this RFP, the Proposer agrees that this indemnification survives as long as the trade secret materials are in possession of Sourcewell.

Sourcewell will not consider the prices submitted by the Proposer to be proprietary or trade secret materials. Financial information provided by a Proposer is not considered trade secret under the statutory definition.



10/31/2019

Addendum No. 1

Solicitation Number: RFP 121919

Solicitation Name: Furniture Solutions with Related Accessories and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Can you advise for this RFP the details of this solicitation? I see the basic requirements for fulfillment, but do not see the details.

Answer 1:

Sourcewell utilizes a competitive, solutions-based solicitation approach that is not based on detailed specifications or finite quantities for our cooperative contract awards. A respondent is allowed to propose the entire line of products and services falling within the scope of the RFP. Section II. B. of the RFP addresses the requested equipment, products or services for this solicitation.

End of Addendum

Acknowledgement of this Addendum to RFP 121919 posted to the Sourcwell Procurement Portal on 10/31/2019, is required at the time of proposal submittal.



11/4/2019

Addendum No. 2

Solicitation Number: RFP 121919

Solicitation Name: Furniture Solutions with Related Accessories and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Is it a requirement to pay the administrative fee on services? Would it be possible to pay the admin fee on products only?

Answer 1:

Refer to RFP Section III. B. – Administrative Fees, for directions on proposing an administrative fee. It is left to the discretion of each proposer to determine and propose an administrative fee that is consistent with its business and its industry.

End of Addendum

Acknowledgement of this Addendum to RFP 121919 posted to the Sourcewell Procurement Portal on 11/4/2019, is required at the time of proposal submittal.



11/8/2019

Addendum No. 3

Solicitation Number: RFP 121919

Solicitation Name: Furniture Solutions with Related Accessories and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Pursuant to the Question and subsequent Addendum No. 1, in understanding that the "respondent is allowed to propose the entire line of products and services falling within the scope of the RFP", and referring to Section II. B., can you clarify that there is no specific template, Excel sheet or other required format in the submission of the responses?

Answer 1:

All proposals must be submitted through the Sourcewell Procurement Portal. Guidance on preparing a response in the Portal can be found in the "Submit Response Guide" found on the "Bids Homepage" in the Resource Materials section.

Question 2:

Section III PRICING, A. describes the requirements for pricing proposals. Is a proposer who distributes via a dealer network, required to provide the dealer pricing/discount/margin and the Sourcewell member pricing/discounting in their submission?

Answer 2:

It is left to the discretion of each proposer to articulate and propose the pricing approach that aligns with their business methods and satisfies all the requirements of RFP Article III - Pricing. Proposals are evaluated based on the criteria stated in the RFP.

Question 3:

Since delivery and installation of product is generally facilitated by the dealer, how shall the cost of labor be handled vis a vis this RFP submission? Can the dealer add their cost of labor on a case by case basis?

Answer 3:

It is left to the discretion of each proposer to determine and propose the pricing approach that aligns with their business methods and satisfies all the requirements of RFP Article III - Pricing. Proposals are evaluated based on the criteria stated in the RFP.

Question 4:

Although financial information does not fall under Minnesota Statutes Section 13.37, some of the financial information requested, is not public information. Will Sourcewell execute a confidentiality agreement prior to a proposer's release of this information?

Answer 4:

Sourcewell is subject to the Minnesota Government Data Practices Act and will not execute a confidentiality agreement for a proposer. It is left to the discretion of each proposer to determine the documentation necessary to best demonstrate their ability to serve Sourcewell members and that they are willing to include. The solicitation is a competitive process and proposals are evaluated on the content submitted. Reference Section VI. E. of Sourcewell RFP.

Question 5:

Is there a list of narrative questions in the form of a pdf? If not, is there a way to download the questions from the portal to pdf?

Answer 5:

After selecting "Start Submission", a proposer may navigate to Step 4 – "Preview Bid" and select "Preview My Bid in PDF" if a downloadable PDF of the questionnaire tables is desired.

End of Addendum

Acknowledgement of this Addendum to RFP 121919 posted to the Sourcewell Procurement Portal on 11/8/2019, is required at the time of proposal submittal.



11/11/2019

Addendum No. 4

Solicitation Number: RFP 121919

Solicitation Name: Furniture Solutions with Related Accessories and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Is this bid is intended for Saskatchewan and Alberta entities only? On pg.2 it says it is for MASH, RMA, SARM and SUMA AMM?

Answer 1: Sourcewell is seeking solutions to serve the largest possible cross-section of current and potential Sourcewell Members. Refer to RFP Article I., Section B – Members and Use of the Resulting Contracts. In Canada, this includes municipalities and publicly-funded academic institutions, school boards, health authorities, and social services (MASH sectors), which may include the members of RMA, SARM, SUMA, and AMM, as examples.

Question 2:

If you are looking for turnkey solutions, does this mean you would like all products proposed and not just one (like seating)?

Answer 2:

Each proposer, in its discretion, will propose the equipment, products, and services that it deems to fall within Sourcewell's requested equipment, products, and services as described in RFP Section II. B (Requested Equipment, Products and Services). Sourcewell is seeking "... the broadest possible selection of products/equipment and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and potential Members." Proposals are evaluated based on the criteria as stated in the RFP.

Question 3:

The solicitation states the Administrative Fees are typically 1% to 2%. What determines the calculated percentage? How is that communicated to the supplier?

Answer 3:

Refer to RFP Section III. B. – Administrative Fees, and Addendum No. 2, Answer 1, with respect to administrative fees.

End of Addendum

Acknowledgement of this Addendum to RFP 121919 posted to the Sourcewell Procurement Portal on 11/11/2019, is required at the time of proposal submittal.



11/12/2019

Addendum No. 5

Solicitation Number: RFP 121919

Solicitation Name: Furniture Solutions with Related Accessories and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

To clarify, is Sourcewell is asking for a Drop Ship (Dock Delivery) discount or a Delivered and Installed Discount? Do we need to submit highest product price for all of our products in a separate document or will Price Books suffice?

Answer 1:

Refer to RFP Section III. – PRICING, and Addendum No. 3, Answer 2, with respect to pricing.

End of Addendum

Acknowledgement of this Addendum to RFP 121919 posted to the Sourcwell Procurement Portal on 11/11/2019, is required at the time of proposal submittal.



11/18/2019

Addendum No. 6

Solicitation Number: RFP 121919

Solicitation Name: Furniture Solutions with Related Accessories and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

What is the Membership size in Canada? Is it optional for us to sell to Canadian Members?

Answer 1:

Each proposer is expected to complete the tables in Step 1, entitled "Ability to Sell and Service Nationwide" and "Value-Added Attributes", describing their ability to serve Sourcewell members in the United States and Canada. Proposals are evaluated based on the criteria stated in the RFP. Sourcewell members include thousands of governmental, higher education, K-12 education, not-for-profit, tribal government, and other public agencies located in the United States and Canada.

Question 2:

Are we able to utilize our current Price Books but include the US-Canadian Dollar Conversion Calculation on the cover page of the Price Book?

Answer 2:

Refer to RFP Section III. A. 3. – Pricing Requirements, for directions applicable to pricing for Proposers intending to sell in Canada. It is left to the discretion of each proposer to determine and propose a pricing model that is consistent with the RFP terms and their own business methods.

Question 3:

Within the scope of the RFP, under III. Pricing, all pricing quoted must reflect a Member's total cost of acquisition. Is it acceptable to submit pricing for product only,

with shipping and handling charges to be calculated and added at time of quote? Will Sourcwell accept any exceptions or deviations to the terms.

Answer 3:

Refer to RFP Section III. A. 3. – Pricing Requirements, for directions applicable to pricing. It is left to the discretion of each proposer to determine and propose a pricing model that is clearly understood, complete, and fully describes the total cost of acquisition.

A request for modification to the Sourcwell contract template may only be submitted with a proposal. To request a modification to the template Contract terms, conditions, or specifications, a Proposer may complete and submit the Exceptions to Terms, Conditions, or Specifications Form, which is found as the final Table of Step 1 in the proposal submission process. The contract template will be completed and sent to each awarded vendor, with inclusion of any exceptions stated in the proposer's Exceptions to Terms, Conditions, or Specifications Form that are acceptable to Sourcwell, with the award notification.

Question 4:

If we have products that have been used for Technology benching, and also used for Science or Art tables in K-12 market, and training classes, can we include our products on the Office Furniture contract? The RFP states: This solicitation does not include those equipment, products, or services covered under categories included in contracts currently maintained by Sourcwell: RFP#081419 Technology Catalog Solutions.

Answer 4:

Each proposer, in its discretion, will propose the equipment, products, and services that it deems to fall within Sourcwell's requested equipment, products, and services as described in RFP Section II. B (Requested Equipment, Products and Services). However, only those products within the scope of the RFP will be included in any contract awarded by Sourcwell as a result of this solicitation.

Question 5:

Please give more clarification for Question 68 - "Describe your design resources to develop or enhance culture, change management and integrated technology needs."

Answer 5:

Each Proposer has the opportunity to describe their capabilities with respect to the relevant design resources in response to Question 68.

Question 6:

What regions or municipalities does this bid pertain to so we can propose the best team to service the bid?

Answer 6:

Sourcewell members include thousands of governmental, higher education, K-12 education, not-for-profit, tribal government, and other public agencies located in the United States and Canada.

Question 7:

When can we expect to receive the call-in information for the pre-bid conference?

Answer 7:

Registered plan takers will receive log-in instructions via email two business days prior to the WebEx conference.

End of Addendum

Acknowledgement of this Addendum to RFP 121919 posted to the Sourcewell Procurement Portal on 11/18/2019, is required at the time of proposal submittal.



11/20/2019

Addendum No. 7

Solicitation Number: RFP 121919

Solicitation Name: Furniture Solutions with Related Accessories and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Is a manufacturer's authorization required to be submitted for each brand specified and/or quoted?

Answer 1:

It is left to the discretion of each proposer to determine the documentation necessary to best demonstrate their ability to serve Sourcewell members and satisfy all the requirements included in the questionnaire tables.

Question 2:

In the specifications area of the bid response, do any of the line items within the tables have character limits?

Answer 2:

In our experience, the tables provide enough space for a proposer to provide a brief but thorough response to each question.

Question 3:

Will the agency please provide a list of current Sourcewell members, as noted in the RFP?

Answer 3:

The reference in RFP Article I, Section B, to the Appendix of Members is to the “Political Subdivision List”, available by hyperlink, in the Resource Materials section on the front page of the Sourcwell Procurement Portal. The hyperlinked listing is intended to satisfy the requirement of certain states that Sourcwell make a list of members in the jurisdiction available at the time of the solicitation. More generally, membership is open to government and non-profit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

Question 4:

Will separate price lists for the United States and Canada be acceptable?

Answer 4:

It is left to the discretion of each proposer to determine and propose the pricing approach that aligns with their business methods and satisfies all the requirements of RFP Article III - Pricing. Proposals are evaluated based on the criteria stated in the RFP.

Question 5:

If a manufacturer chooses not to service Canada, would this negatively impact their likelihood to receive an award?

Answer 5:

Each proposer is expected to complete the tables in Step 1, entitled “Ability to Sell and Service” and “Value-Added Attributes”, describing their ability to serve Sourcwell members in the United States and Canada. Proposals are evaluated based on the criteria stated in the RFP.

Question 6:

Will the agency please further clarify the scoring criteria?

Answer 6:

Refer to RFP section VI. B. AWARDS for evaluation criteria for this solicitation and the Sourcwell Evaluator Scoring Guide (available by hyperlink, in the Resource Materials section on the front page of the Sourcwell Procurement Portal).

Question 7:

Will Sourcewell please clarify the Administrative Fees portion?

Answer 7:

Refer to RFP Section III. B. – Administrative Fees, for directions on proposing an administrative fee. It is left to the discretion of each proposer to determine and propose an administrative fee that is consistent with its business and its industry.

End of Addendum

Acknowledgement of this Addendum to RFP 121919 posted to the Sourcewell Procurement Portal on 11/20/2019, is required at the time of proposal submittal.



11/21/2019

Addendum No. 8

Solicitation Number: RFP 121919

Solicitation Name: Furniture Solutions with Related Accessories and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Is there a limit on the number of awards?

Answer 1:

Refer to RFP Section VI. EVALUATION AND AWARD, subsections A. and B., for information regarding Sourcewell's intent with respect to awards. No limit (floor or ceiling) on the number of awards has been imposed.

Question 2:

Do the award criteria include a set minimum on a Proposer's: a) company size; b) sales volume or annual revenues; or, c) years in business?

Answer 2:

Refer to RFP Section VI. EVALUATION AND AWARD, subsections A. and B., for information regarding the evaluation criteria. No minimums of the types described have been imposed.

Question 3:

What weight is placed on a company's past experience with Sourcewell/NJPA versus new comers?

Answer 3:

Sourcewell will consider the relevant information submitted in each proposal and apply the evaluation criteria as set forth in the RFP.

Question 4:

If a manufacturer offers products for music furnishings, that could be considered cross over in the storage and platforms categories, can those products be submitted under the furniture solicitation.

Answer 4:

Each proposer, in its discretion, will propose the equipment, products, and services that it deems to fall within Sourcewell's requested equipment, products, and services as described in RFP Section II. B (Requested Equipment, Products and Services). However, only those products within the scope of the RFP will be included in any contract awarded by Sourcewell as a result of this solicitation.

Question 5:

During the pre-bid conference, the presenters stated that a manufacturer and a dealer could both propose the same product line. How must the dealer prove they have authorization if a Manufacturer's Letter of Authorization is not required?

Answer 5:

As stated in Addendum 7, it is left to the discretion of each proposer to determine the documentation necessary to best demonstrate their ability to serve Sourcewell members and satisfy all the requirements included in the questionnaire tables.

Question 6:

Do any line items in the questionnaire tables have character limits?

Answer 6:

As indicated in Addendum 7, there is sufficient space for the proposer to provide a brief but thorough response to each question. The platform designer indicates the character limit of a text field is 32,000.

End of Addendum

Acknowledgement of this Addendum to RFP 121919 posted to the Sourcwell Procurement Portal on 11/21/2019, is required at the time of proposal submittal.



12/2/2019

Addendum No. 9

Solicitation Number: RFP 121919

Solicitation Name: Furniture Solutions with Related Accessories and Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

We are a division of a larger parent company and cannot release information as a division in response to several questions without a non-disclosure agreement or protection of a -proprietary/trade secret clause. The information can be released as our company as a whole but not by division without an NDA. Can you tell us how we should proceed?

Answer 1:

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. So, it is left to the discretion of each proposer to determine the information necessary to best demonstrate their ability to serve Sourcewell members and that they are willing to include. The solicitation is a competitive process and proposals are evaluated on the content submitted. Sourcewell is subject to the Minnesota Government Data Practices Act and will not execute a non-disclosure agreement for a proposer. Reference Section VI. E. of the Sourcewell RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 121919 posted to the Sourcewell Procurement Portal on 12/2/2019, is required at the time of proposal submittal.



12/5/2019

Addendum No. 10

Solicitation Number: RFP 121919

Solicitation Name: Furniture Solutions with Related Accessories and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

If a manufacturer enters a bid for this solicitation and lists a specific dealer as part of his bid, can the dealer also enter a bid listing the manufacturer's line of products and can both of them be awarded?

Answer 1:

Sourcewell does not limit the proposers in any given solicitation. Each proposer, in its discretion, will propose the equipment, products, and services that it deems to fall within Sourcewell's requested equipment, products, and services as described in RFP Section II. B (Requested Equipment, Products and Services). Proposals are evaluated based on the criteria stated in the RFP.

Question 2:

Is Sourcewell including Quebec in this solicitation?

Answer 2:

Sourcewell utilizes a competitive, solutions-based solicitation approach that is not based on detailed specifications, finite quantities, or set locations. Sourcewell members include thousands of governmental, higher education, K-12 education, not-for-profit, tribal government, and other public agencies located in the United States and Canada. However, this solicitation has not been posted in the French language, nor has it been advertised specifically in Quebec, which may impact the use of the awarded contracts within the province.

Question 3:

In section 4 of the sample contract provided regarding product and pricing change requests, the last bullet point states to include a complete restatement of pricing documentation in Microsoft Excel. Can you please confirm if the initial pricing must be in excel format or can we submit our price book only with an intended discount structure?

Answer 3:

Section 4, Product and Pricing Change Requests of the Contract Template is applicable once a vendor has a contract and needs to change pricing or add or subtract products from the initial proposed offering. It is left to the discretion of each proposer to determine and propose the pricing approach that aligns with their business methods and satisfies all the requirements of RFP Article III - Pricing. Proposals are evaluated based on the criteria stated in the RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 121919 posted to the Sourcewell Procurement Portal on 12/5/2019, is required at the time of proposal submittal.



12/5/2019

Addendum No. 11

Solicitation Number: RFP 121919

Solicitation Name: Furniture Solutions with Related Accessories and Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

We do not carry an insurance coverage required in the Sourcewell contract template. How should we address this in our response?

Answer 1:

To request a modification to the template Contract terms, conditions, or specifications, a Proposer may complete and submit the Exceptions to Terms, Conditions, or Specifications Form, which is found as the final Table of Step 1 – Specifications in the proposal submission process. The contract template will be completed and sent to each awarded vendor, with inclusion of any exceptions stated in the proposer's Exceptions to Terms, Conditions, or Specifications Form that are acceptable to Sourcewell, at the time of award notification.

End of Addendum

Acknowledgement of this Addendum to RFP 121919 posted to the Sourcewell Procurement Portal on 12/5/2019, is required at the time of proposal submittal.



12/13/2019

Addendum No. 12

Solicitation Number: RFP 121919

Solicitation Name: Furniture Solutions with Related Accessories and Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Regarding Table 11: Pricing & Delivery - Line Item 54, the detailed pricing data showing both our list prices as well as the Sourcewell discounted price for all SKUs expands some of the price lists beyond a standard letter size in landscape orientation, but works in 11 x 17 landscape orientation. Will this be an issue when submitting our pricing data in an electronic format?

Answer 1:

It is left to the discretion of each proposer to determine the content and format of the data and documentation that best represents their proposal. As mentioned in Addendum 3, a Proposer may navigate to Step 4 of the response process, select "Preview Bid" and then "Preview My Bid in PDF" to self-assess the output format. Sourcewell will consider the relevant information submitted in each proposal and apply the evaluation criteria as set forth in the RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 121919 posted to the Sourcewell Procurement Portal on 12/13/2019, is required at the time of proposal submittal.