

# 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 44<sup>th</sup> 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 taxexemption certification(s). When ordering, a Participating Entity must indicate if it is a taxexempt 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

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 ecommerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier 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.

- 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;

- 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.

- 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,

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

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-

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

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.

- 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

Jeremy Schwartz

Title: Chief Procurement Officer

Date:

Docusigned by:

Megan Maguire

Title: Pricing and Contracts Manager

Date:

Date:

Date:

Date:

Docusigned by:

Megan Maguire

Title: Pricing and Contracts Manager

Approved:

Docusigned by:

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**Chad Coauette** 

Title: Executive Director/CEO

12/1/2023 | 5:33 PM CST Date: \_\_\_\_\_

Rev. 3/2022

#### 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. <u>Cancellation and Changes</u>

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.

091423-STI

# 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.

901 44th Street SE

Address:

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.	*
	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®, HALCONTM, Orangebox®, Smith System® and Viccarbe®.	*
	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.	*

18	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.  Provide all "Suspension or Debarment"	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.  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:  BIFMA LEVEL® - Steelcase leads the market in BIFMA LEVEL® certifications with 160 LEVEL® 3 certified products and 292 BIFMA LEVEL® certifications with 160 LEVEL® 3 certified products and 292 BIFMA LEVEL® certifications with 160 LEVEL® 3 certified products and 292 BIFMA LEVEL® certifications 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 decade	*
	information that has applied to your organization during the past ten years.	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.	*

**Table 3: Industry Recognition & Marketplace Success** 

Line Item	Question	Response *	

19	Describe any relevant industry awards or recognition that your company has received in the past five years	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/.  2023  The Civic 50  World's Most Admired Company  Ecovadis Sustainability Rating  WAA Silver-Level Veteran-Friendly Employer  CDP Supplier Engagement Leader  2022  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
		<ul> <li>Most Admired Companies list by Fortune in the Home Equipment and Furnishings industry</li> <li>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.</li> <li>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.</li> <li>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.</li> <li>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.</li> <li>Americas Best Large Employers list by Forbes which ranked Steelcase at 147 out of 500 companies with at least 1,000 employees.</li> </ul>
		2020  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  2019  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?	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.  Other cooperative procurement contracts that Steelcase holds:	
		<ul> <li>Educational and Institutional Cooperative (E&amp;I)</li> <li>Vizient – Healthcare GPO</li> <li>HPG – Healthcare GPO</li> <li>Premier – Healthcare GPO</li> <li>Green Health Exchange – Healthcare GPO</li> <li>NASPO Valuepoint</li> <li>GSA Contract – Federal Government</li> <li>BuyBoard</li> <li>Omnia partners</li> <li>Kinetic</li> <li>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</li> </ul>	*

#### 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 Lairet	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.

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.

#### 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:

- Atlanta, Georgia
- Boston, Massachusetts
- Chicago, Illinois
- Dallas, Texas
- Los Angeles, California
- New York, New York
- · San Francisco, California
- Toronto, Canada
- Washington, D.C.

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.

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.

#### 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.

Please see Additional Document T6.26 for more information, including the Steelcase team supporting Sourcewell.

Bid Number: RFP 091423

Dealer network or other distribution methods.

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.

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.

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 standout for exceptional service and extraordinary results through strongly engaging with Steelcase, customers and their local community.

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.

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.

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:

- 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.

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.

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.

Please see Additional Document T6.27 to review more information about our dealers and their offered services.

28 Service force.

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.

To further ensure that dealer's customers have a positive experience:

- 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.

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.

#### 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:

- 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.

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.

Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.

# 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.

Members shall initiate orders by sending to Steelcase Participating Dealer(s) a written or EDI purchase order containing the minimum required information listed below:

- 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

Bid Number: RFP 091423

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.

#### 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.

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:

- 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.

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.

#### 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.

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.

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.

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.

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.

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:

30

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.	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.  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.  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.

# **Table 7: Marketing Plan**

Line Item	Question	Response *	
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	ign Envelope ID: 9D968841-38F6-41A0-B9EB-97A20C3F3932				
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.	Upon award, Steelcase would take the following steps over the initial 90 days to proactively launch and promote our agreement with: Effective Communication.  * 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. Sourcewell Material Development.  * 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 r			
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	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:  • 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.  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.			

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?	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.  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.	
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.	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.  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.  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.  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.  User Experience. Your customized site makes navigating, shopping and purchase with 24/7 availability. Sourcewel	*

## Table 8: Value-Added Attributes

Line	Ougation	Response *	
Item	Question	Response *	

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.

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.

- 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.

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:

- 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.

41	Describe any technological	At Steelcase, our solutions holistically consider technology and space to support work in the	
71	advances that your proposed products or services offer.	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.	
		Our latest additions and partnerships to our innovative solutions can help you create hybrid workspaces that leverage the latest communication technology enhancements, including:  Occular Hybrid Collaboration tables. Designed for hybrid collaboration, Ocular 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.  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/	
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.	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.	
		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.	
		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.	*
		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/#/	
		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/	

Please see Additional Document T8.42 for further information about our sustainability

report-2022/

certifications and commitments.

cuSign E	Sign Envelope ID: 9D968841-38F6-41A0-B9EB-97A20C3F3932		
43	Identify any third-party issued ecolabels, 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.	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:  • 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™  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/	
44	Describe any quality management and environmental system certifications attained by your organization (LEED, Greenguard Indoor Air Quality, ANSI, BIFMA or others).	Steelcase currently has several quality management certifications, including: In the Americas:  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).  In EMEA:  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. In APAC:  Dongguan, China and Pune, India manufacturing centers have been certified for ISO 45001:2018 Occupational health and safety management systems. Steelcase currently has several sustainability certifications, including:  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.  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 ha	

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.

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.

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).

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.

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.

We enhance our efforts with diverse suppliers by:

- 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.

Please see WMBE/NBE/SBE or Related Certificates for more information, including our Diversity Supplier Spend.

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?

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:

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.

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.

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.

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.

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.

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.

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.

### **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?	The Steelcase Limited Lifetime Warranty provides consistent coverage for both parts and labor for Steelcase products.	*
		Please see our attached Warranty Information document for more information, including Steelcase warranty and the warranties for our partners.	
48	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	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.	*
		Please see our attached Warranty Information document for our partner warranties and information regarding usage for their products.	
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	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:	
	service for warranty repair?	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.	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.	*
		For further information about our Limited Lifetime Warranty, please see our attached Warranty Information document.	

**Table 10: Payment Terms and Financing Options** 

Line Item	Question	Response *
54	Describe your payment terms and accepted payment methods.	The payment terms in place with our current Sourcewell/Steelcase contract will be extended to any new contract. The current agreement indicates:
		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.

DocuSign Envelope ID: 9D968841-38F6-41A0-B9EB-97A20C3F3932 Describe any leasing or financing options available for use Steelcase Financial Services offers flexible and convenient financial by educational or governmental entities. alternatives that let you create an inspiring workplace while conserving capital, preserving bank lines and reducing tax liabilities. 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. Financing offers your business solid options to: 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 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. Capabilities include: One-stop shopping Fixed-rate financing Operating leases Rapid approvals Easy add-ons Options \$1 Buy-out Depreciation benefits and interest rates are usually tax deductible Fixed purchase price End-of-term flexibility Purchase product for \$1 10% Purchase Option Lower payment than \$1 Buy-out Depreciation benefits and interest are usually tax deductible Provides a fixed purchase price End-of-term flexibility Purchase product for 10% of the original amount financed Renew the lease Return product to Steelcase Financial Services Fair Market Value Lowest payment of the three options listed Payment is usually tax deductible May qualify for off-balance sheet, operating lease treatment for reporting purposes End-of-term flexibility Purchase product for fair market value Renew the lease Return product to Steelcase Financial Services Deposit Financing

Finance your dealer order deposit and fold it in to your monthly payment.

### Tax-Exempt Financing

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.

Please see Additional Document T10.55 for more information about our financing and leasing services.

Bid Number: RFP 091423

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.	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.  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.  Please see our attached Standard Transaction Documents for our	*
		included document examples.	
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?	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.	*

## **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.	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.	
		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.	*
		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.	
		Please refer to the attached pricing zip file for more detailed information about our pricing proposal.	
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.	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.	*

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60	Describe any quantity or volume discounts or rebate programs that you offer.	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.	
		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.	*
		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.	
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.	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).	*
		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.	
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 predelivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	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.	
		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.	*
		Please refer to question T11.58 and the attached pricing zip file for more detailed pricing and cost information.	
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.	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.	*

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.	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.  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.  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.	*

# **Table 12: Pricing Offered**

Line Item		Comments
66	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	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.  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.

## **Table 13: Audit and Administrative Fee**

Line Item	Question	Response *	

Steelcase utilizes a participating facilities designation, loading Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract and recognition procedure to verify compliance in recognizing with Sourcewell. This process includes ensuring that Sourcewell and reporting for our Sourcewell contract. This acts as a participating entities obtain the proper pricing, that the Vendor formalized process to reconcile our sales with the current reports all sales under the Contract each quarter, and that the Sourcewell Membership list from the Sourcewell website. Vendor remits the proper administrative fee to Sourcewell. Provide Also, orders processed by Members with participating sufficient detail to support your ability to report quarterly sales to Steelcase dealers are to have the Sourcewell contract Sourcewell as described in the Contract template. number noted, and dealers utilize competitive discount authorization 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 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. 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. 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. 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. 68 Steelcase and our dealers believe that continuous If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having measurement and improvement are vital to the success of our partnership. Our data-driven tools and capabilities give success with the contract. 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. 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: 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

in the upcoming weeks

Weekly backlog reports, indicating orders being shipped

Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)

The current Steelcase Sourcewell contract stipulates a 1% administrative fee payable to Sourcewell on a quarterly basis on contract product purchases. We propose the fee on the new contract be calculated at the existing 1% percentage on contract product purchases upon award of the contract payable to Sourcewell for facilitating, managing and promoting the Sourcewell contract.

Table 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.	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.
		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.
		For more information on our product lines, please see the Additional Document T14A.70/71.
71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Steelcase brand extensions include:  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 desking, 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 desking, 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

## 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	Category or Type  Desks and workstations (stationary, sit-to-stand, control and dispatch consoles, charging stations)	Offered *	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:  • 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.  For more information about this product line, please see our Additional Document T14B.72-82.

73	Chairs	© Yes ○ No	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.  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.  For more information about this product line, please see our Additional Document T14B.72-82.	
74	Tables	© Yes	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.	*
			For more information about this product line, please see our Additional Document T 14B.72-82.	
75	Modular and demountable walls	© Yes ○ No	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.	*
			For more information about this product line, please see our Additional Document T14B.72-82.	

76	Cubicles	© Yes C No	Our panel systems and divider screens integrate seamlessly with Steelcase workstations and desking solutions to provide the right amount of space division and privacy with endless reconfiguring options.  • 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.  For more information about this product line, please see our Additional Document T14B.72-82.	*
77	Patio or outdoor	€ Yes € No	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.  For more information about this product line, please see our Additional Document T14B.72-82.	*

78	Seating (benches, fixed stools, ottomans, integrated power systems)	© Yes ○ No	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.
			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 stoolheight 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 freestanding power distribution system and Flex Mobile Power, an ultra-mobile power solution that lets you connect to nearby power at all times.
			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.

79	Casegoods		From lateral file cabinets to large	
79	Caseguous	C No	bookcases, our storage units are visually appealing and provide versatile storage solutions for offices, classrooms or patient rooms. We offer:	
			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.	*
			For more information about this product line, please see our Additional Document T14B.72-82.	
80	Residential hall furnishings	G Yes C No	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:	
			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/	*
			For more information about this product line, please see our Additional Document T14B.72-82.	

81	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	© Yes ○ No	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:  Workplace Consulting Space Planning Project Coordination Procurement Installation Relocation Inventory Management Warranty Service  For more information about our Dealer Services, please see our Additional Document T6.27.	*
82	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.	© Yes	In addition to the product categories detailed above, Steelcase and our partners offer additional product lines that include:  • 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.	

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	We also offer the following additional services to our clients:
	Business solutions: a webbased 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 inhouse 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: 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.
	For more information about all these solutions and services, please refer to our attached Additional Document.

### **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 Standard Transaction 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: <a href="https://sam.gov/SAM/">https://sam.gov/SAM/</a>; 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.

#### 

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	₩	2
Addendum_3_Furniture_Solutions _RFP_091423 Thu August 31 2023 12:47 PM	M	5
Addendum_2_Furniture_Solutions _RFP_091423 Tue August 29 2023 02:17 PM	V	2
Addendum_1_Furniture_Solutions _RFP_091423 Fri August 18 2023 11:06 AM	₩	2